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LONDON, FEBRUARY 17, 1894.

CURRENT TOPICS.

IN SPITE of rumours to the contrary, a successor has been appointed to Mr. Registrar EMDEN, the decrease in the number of officials being, it is understood, postponed until the occurrence of a vacancy among the bankruptcy registrars. The new appointment will, we think, be found to be an excellent one. Mr. HENRY JOHN HOOD, the new winding-up registrar, is a good lawyer, with extensive experience, an eminently practical turn of mind, and a faculty of combining firmness with courtesy. His relations with the other officials and the profession are likely to be of the most cordial description.

THE BAR COMMITTEE, which has woke up into useful activity just when the Council of the Incorporated Law Society appear—so far as outward manifestations are concerned—to be relapsing into some lethargy, has proposed, and succeeded in carrying, a most valuable reform. Year after year we have protested against Acts of Parliament coming into operation before copies can be obtained, and last August we took advantage of the passing of the Voluntary Conveyances Act, 1893, to repeat our homily. The Bar Committee, in drawing the attention of the Lord Chancellor to the matter, instance this Act as a glaring instance of the evils occasioned by the practice of making Acts come into operation immediately on receiving the Royal assent. They say that five instances have been reported to them in which considerable difficulty arose from the impossibility of obtaining information as to the alteration in the law. They might have added, as a further illustration, the important Married Women's Property Act, 1893, which came into operation on the 5th of December last, but could not be obtained for some time afterwards. It is satisfactory to find that the Lord Chancellor has undertaken that, so far as he has opportunity, he will see that Bills shall contain clauses allowing adequate time before they come into operation.

WE REPORT elsewhere a case in the Thame County Court, in which Judge SNAGGE has decided that a clerk in the employment of a firm of solicitors, although himself a duly qualified and certificated solicitor, has no right to appear in court on behalf of his principals. The question depends on the construction of section 72 of the County Courts Act, 1888. This section, omitting the reference to barristers, enacts that "it shall be lawful for any party to an action or matter, or for a solicitor being a solicitor acting generally in the action or matter for such party, but not a solicitor retained as an advocate of such first-mentioned solicitor . . . or by leave of the judge for any other person allowed by the judge to appear instead of any party, to address the court, but subject to such regulations as the judge may from time to time prescribe for the orderly transaction of the business of the court, the right of a solicitor to address the court shall not be excluded by reason only that he is in the permanent and exclusive employment of any other solicitor. Upon this enactment it is clear (1) that a solicitor acting generally in the action for a party may address the court, and (2) that a solicitor retained as an advocate for such first-mentioned solicitor may not address the court. But in construing these provisions effect must be given to the words in italics, which were first introduced in the Act of 1878. As they stand, they imply that when a solicitor in the permanent and exclusive employment of any other solicitor addresses the court special regulations must be made for the orderly conduct of business. Clearly, either there should be a full stop after "business of the court," or the words "provided that" have been omitted. This, however, does not affect the meaning of the words. It has sometimes been assumed that they simply incorporate the dictum of

BOVILL, C.J., in *Ex parte Rogers* (L. R. 3 C. P., at p. 493), that there is nothing in the fact of a solicitor being clerk to another to prevent his being heard as solicitor in the cause, provided he is the solicitor acting generally in the cause. But this *dictum* differs materially from the proviso in the section. It contemplates the case of a solicitor who, while acting as clerk to another, still has clients of his own. The proviso, on the other hand, refers only to a solicitor "in the permanent and exclusive employment" of another solicitor, and the word "exclusive," it would seem, implies that his employment excludes him from acting on his own account. If this is so, the proviso directly contemplates that solicitors' clerks shall be heard, and for effect to be given to it, it must be taken as a qualification of the initial requirement that the solicitor who is heard must be the solicitor acting generally in the action. In other words, reading the initial requirement and the proviso together, the section must be taken to provide that the solicitor acting generally in the action, or any solicitor in his permanent and exclusive employment, is entitled to be heard.

THE ABOVE construction of section 72 was not adopted by Judge SNAGGE. In the course of a careful and interesting judgment, he insisted that the solicitor must be strictly the "solicitor acting generally in the action," and he referred the proviso to the case of a solicitor's clerk who also has clients of his own. This ignores the word "exclusive," to which we have drawn attention. Until a decision of an appellate court has been given on the point, the construction of the section must be regarded as doubtful. Upon grounds of general convenience there is no doubt what the rule ought to be. The bar is sufficiently protected by the prohibition against a solicitor specially retaining another solicitor as an advocate. It cannot be seriously contended that the interest of barristers would suffer if solicitors were allowed to employ their clerks, also solicitors, in doing business which otherwise they would almost always have to do themselves. The court itself is protected by the requirement that the advocate must in any case be a solicitor. The client may rely upon the solicitor whom he employs either doing the work himself or sending a properly-qualified representative. The responsibility is slight compared with many other matters which are ordinarily left to managing clerks. The only persons really affected are solicitors, and it is highly inconvenient that they should be debarred from employing a clerk in the performance of work which he is entitled to do if he is practising on his own account.

THE LOCAL Government Bill has passed through the House of Lords and is now before the House of Commons for consideration of the amendments which have been introduced since the measure left them last month. On the report stage in the Upper House the most important amendment which was introduced related to the procedure to be adopted as to the compulsory acquisition of land by a parish council. The Bill, as originally drawn, provided that the parish council should set in motion the district council, who, in turn, were to apply to the Local Government Board for an order; such an order, if made, was not to require confirmation by Parliament. In Committee the scheme decided upon substituted the county for the district council, and provided that Parliamentary sanction should be necessary. The chief objection made to the latter plan was that it involved expense which would, in most cases, be entirely out of proportion to the value of the land taken. A third scheme has now been adopted by the Lords. The parish council are to apply to the county council: the county council may (after inquiry) make an order authorizing the compulsory taking of the land, and full notice of the order is to be given to interested parties. If within a limited period no petition against it is presented to the Local Government Board, that board, if satisfied that the regulations (as to notice, inquiry, &c.) have been complied with, is to confirm the order, and no Parliamentary sanction is to be required: if such a petition is presented, the order is to be submitted to Parliament for confirmation. This provision seems to provide as cheap a method of procedure as can be devised without involving injustice to the persons

interested. Another amendment which was adopted provides that members of parish and district councils and boards of guardians must be persons who are directly rated to the relief of the poor—the object being to secure that the persons composing the spending authorities (if not their constituents) shall themselves bear some proportion of the expenditure which they are authorizing. A proposal to re-commit the Bill with a view to eliminating the poor law clauses was rejected. An important alteration in the Bill was made in Committee, which we omitted to mention in the summary given last week: the minimum population which makes it obligatory upon parishes to have a parish council has been raised from 200 to 500, the result being that the smaller parishes will be under the sway of the parish meetings, whose powers are not so extensive as those of councils.

IN THE CASE of *Re The Sharn Auction and Banking Co., &c.* (reported elsewhere), VAUGHAN WILLIAMS, J., decided a very important point for voluntary liquidators. The question was whether section 15 of the Companies (Winding-up) Act, 1890, which enacts that, "if the winding up of a company" is not concluded within a year after its commencement, the liquidator must send in certain statements containing information as to the liquidation to the registrar, and if it appears that he has undistributed assets in his hands, the Board of Trade may take proceedings against him, was confined to compulsory liquidations, or whether it extended to voluntary liquidations and voluntary liquidations continued under supervision. Elsewhere in the Act compulsory liquidations are referred to as windings up "by the court" or "by order of the court," and in section 14 it is said that where a company is "being wound up voluntarily or subject to the supervision of the court" the official receiver may petition. Section 10, sub-section 2, provides that the section shall apply in the winding up of a company whether the same is being wound up by or subject to the supervision of the court, or is being wound up voluntarily." Section 31, sub-section 2, says, "For the purposes of this Act a company shall not be deemed to be wound up by order of the court if the order is to continue a winding up under the supervision of the court." With these exceptions the Act makes no reference to voluntary liquidations, but section 15 is perfectly general in its language, using simply the phrase "winding up" without any explanatory words, and we believe we are right in saying that the intention of the framers of the Act was to stimulate voluntary liquidators to wind up their companies within a year, and that they worded the section designedly so as to include them. The fact, however, remains that this section (15) was inserted in an Act of Parliament relating to compulsory winding up. The whole scheme and scope of the Act shew this. Mr. Justice VAUGHAN WILLIAMS held that section 15 applies to voluntary winding up. There is a case of *Re Watson & Sons (Limited)* (39 W. R. 633; 1891, 2 Ch. 55), which was not cited to VAUGHAN WILLIAMS, J., but which contains a *dictum* by CHITTY, J., to the effect that the Act of 1890 has no application to a voluntary winding up. In that case CHITTY, J., ordered a voluntary winding up to be continued under supervision, inserting in the order provisions similar to those contained in the Act of 1890 regarding a committee of inspection, thus applying the Act of 1890 by way of analogy in a voluntary winding up for the purpose of placing restrictions upon the voluntary liquidator. The observations of CHITTY, J., do not amount to anything more than *obiter dicta*, and were not necessary for the decision of the case of before him. He said, however, that the 31st section of the Act of 1890 shewed that the Act did not apply to a winding up under the supervision of the court. Taking these words in a general sense, they clearly apply to the case before VAUGHAN WILLIAMS, J., and we need hardly say that even a *dictum* of CHITTY, J., is entitled to the greatest weight. But it seems possible that if that learned judge had had section 15 called to his attention he might have modified and limited his observations on the general scope of the Act of 1890. We may add that the rules which have been framed under the Act of 1890 contemplate that section 15 is applicable to all kinds of winding up, whether by the court, voluntary, or under supervision.

A CURIOUS QUESTION arose for decision by a Divisional Court

in the case of *The Vestry of St. Giles, Camberwell v. The London Cemetery Co.* (reported elsewhere). The point was whether the cemetery company were the "owner," within the meaning of the Metropolis Management Acts, of land abutting upon a new street and therefore liable to bear a share of the necessary paving expenses. The land in question was part of a cemetery appropriated for ever under an Act of Parliament for the purposes of Christian burial. For the purposes of the Metropolis Management Acts, "owner" is defined by section 250 of the Act of 1855 as "the person for the time being receiving the rack rent . . . or who would so receive the same if the lands or premises were let at a rack rent." *Prima facie* the land of the cemetery company could never be let at a rack-rent, but it was used by the company for the purposes of their undertaking, and profits were made by the sale of portions of the land for graves. No decision exactly covered the point, but several cases were cited which bore more or less directly upon it. In *Angell v. Paddington* (L. R. 3 Q. B. 714) it had been held that a consecrated church vested in the commissioners for building churches was not liable to be assessed to a rate for paving expenses. In *Plumstead v. British Land Co.* (L. R. 10 Q. B. 203) the owners of the soil of roads dedicated to the public were held to be outside the definition of "owners" in section 250, and a similar decision was arrived at in the House of Lords in *Great Eastern Railway Co. v. Hackney Board of Works* (8 App. Cas. 687) with respect to a railway company in whom the fence walls of a bridge were vested. In that case Lord WATSON extracted from the previous decisions the principle that exemption from liability depended upon the question whether the land was *extra commercium*, or subject to the burden of a public right which deprives the owner of its beneficial use. It was this principle which the Divisional Court applied in the case decided this week, with the result that the cemetery company, whose land was used for the purposes of a commercial undertaking, although consecrated and perpetually set apart for a quasi-religious purpose, were held to be "owners," and to be liable to contribute to the paving expenses. The chief difficulty which lay in the way of this decision arose out of the remarks of the Master of the Rolls in *Wright v. Ingle* (16 Q. B. D. 379). The decision in that case was that the trustees of a Wesleyan chapel fronting on a new street were owners liable to contribute to paving expenses, but the Master of the Rolls expressed the view that the words of the definition clause could not be intended to apply "to premises which in the contemplation of the law never can be let at all at a rack rent." These remarks, however, were merely *obiter*, and moreover, as was pointed out by COLLINS, J., *non constat* that the lands of the cemetery company in the present case could not be let at a rack rent to some other company or person, provided that the use of the premises under the statute as a burial ground was not interfered with. *Wright v. Ingle*, therefore, did not govern the present case.

THE *Edison Bell Phonograph* case, decided by Mr. Justice WRIGHT last week, is of considerable legal interest. We may put the material points briefly. At the time when Mr. EDISON's patent was taken out (November 30, 1889) the phonograph had reached the "spectacle frame" stage of its existence. The tin-foil plate on which were the indentations of the primitive style with which we meet in *The United Telephone Co. v. Harrison, Cox, Walker, & Co.* (1882, 21 Ch. D. 720) had been replaced by the composition cylinder; the "floating weight" had been introduced so far as the reproducing point was concerned; and the diaphragms to which the two styles were attached had been mounted in the familiar "spectacle." All that seemed wanting to make the phonograph a commercial success was the removal of the difficulties of adjustment, which in the spectacle machine had been found almost insuperable. Mr. EDISON accomplished it by putting both the recording and the reproducing points on a single diaphragm, and by applying the floating weight as an automatic guide to the former as well as to the latter. The step seems a short one, and yet it made all the difference between success and failure, and, therefore, within the meaning of such cases as *Thomson v. Batty* (1889, 6 Pat. Rep. 84), the inventor was entitled to a patent. Objection was taken to the patent, *inter alia*, on the ground that the first claim was too

wide. Apart from the question of novelty, however, the mere width of a claim has never been held to invalidate a patent, and Mr. Justice WRIGHT properly declined to make a precedent for such a doctrine. The last point that deserves notice is Mr. Justice WRIGHT's reaffirmance of the old principle that the question whether a patent—the subject of one action for infringement—might in another action be held to infringe some other patent is one into which the court trying the first action will not enter.

IN THE CASE of *Re Bryant* (42 W. R. 183) CHITTY, J., has held that a discretion vested in trustees to apply the whole, or such part as they think fit, of the income of a child's share in the trust estate for his maintenance is well exercised when the trustees, upon consideration of the circumstances, decide to make no allowance at all. The result follows from the view taken of such a discretionary power in *Wilson v. Turner* (31 W. R. 438, 22 Ch. D. 521). There the trustees paid the whole income to the father during the infancy of the child without exercising any discretion as to its application to his maintenance. In other words, they treated the matter as though there was an absolute trust for maintenance. It was held, however, by the Court of Appeal that there was no absolute trust obliging the trustees to apply the whole or any part of the income, but merely a discretionary power to do so, and since the discretion had not been exercised, no payment had been properly made, and the estate of the father was liable to repay the whole amount of the income received. The circumstances in *Re Bryant* were the exact converse of this. The trustees did exercise their discretion, with the result that they declined to make any allowance. The judgments in *Wilson v. Turner* really cover this case, and in order to secure due effect to the clause it seems essential that if the part which the trustees are to apply is left entirely to their judgment, they must be at liberty, should such a course appear beneficial to the child, to apply no part at all. Otherwise it would become necessary for the court to fix a minimum below which the allowance was not to fall.

IN A LETTER, which we publish elsewhere, a correspondent asks a question of considerable importance to county court suitors—namely, whether in an action of contract brought in the High Court for £70, in which the plaintiff obtains judgment under order 14 for £40, and afterwards recovers in the county court, to which the action is ultimately remitted, £12, he is entitled to have the costs incurred in the county court taxed under the A column of the higher scale, which applies when over £10 but under £20 is recovered, or under the C column of that scale, which prevails when over £50 is recovered. Though there does not seem to be any decision precisely in point, we certainly think that, in the circumstances mentioned, the C column would apply. For, in our opinion, it is the total amount recovered in the action which determines, in each case, the scale applicable to the taxation of costs (see *Wilson v. Statham*, 39 W. R. 686; 1891, 2 Q. B. 261). In short, we think that the word "recover," in the county court scale, should receive the same interpretation that has been given to it in the County Courts Act, which gives the plaintiff High Court costs when the amount recovered by him by means of the action (whether by payment into court or otherwise) exceeds the statutory limit: Annual County Court Practice, 1894, p. 61, and cases there cited.

ON REFERRING to *Re Merchant's Trust and New British Iron Co.* (reported elsewhere) it will be seen that the Trustees Act, 1893, is already commencing to bear its expected fruit of doubts, difficulties, and litigation. It was settled law that mortgagees could take advantage of the Confirmation of Sales Act (25 & 26 Vict. c. 108), enabling land and minerals to be sold separately. The Trustees Act, 1893, repeals and purports to re-enact this Act, but as by the definition clause (section 50) "trust" "does not include the duties incident to an estate conveyed by way of mortgage," it is doubtful whether plain mortgagees can any longer sell land and minerals separately. In the common case, however, of a conveyance by way

of mortgage on trust for debenture-holders, where the mortgagees are expressly trustees, the difficulty does not arise, as the Trustee Act clearly applies to trustees, although they are trustees and something else, and with this conclusion CHITTY, J., agrees.

THE POWER OF ADVANCEMENT.

THERE are two reasons for inserting the power of advancement in marriage settlements and wills. In the first place, trustees cannot, in the absence of an express power, apply the capital of property belonging to an infant for his benefit (*Lee v. Brown*, 4 Ves. 362, *Walker v. Wetherell*, 6 Ves. 473), and in the second place if the infant's interest is preceded by the life interest of a woman subject to a restraint on anticipation, it is impossible for her to give her consent to an advance, and it is hardly necessary to say that an advance cannot, in the absence of an express power, be made during her lifetime without her consent.

In framing the power the following questions occur: In whose favour, and over what property, is the power to be made exercisable?

It used to be the practice to make sons the only objects of the power, but it has long since become the established practice to include daughters, for although, where the parties belong to the wealthier classes of society, it may perhaps be unnecessary to make advances to a daughter for the purpose of putting her into a profession or business, still the power may be very convenient as enabling a sum to be paid down on the occasion of a daughter's marriage. The question whether the power should enable advances to be made to issue (at all events where the settlement is in the usual form and the power of appointment extends to issue, and the trusts in default of appointment are for children who attain twenty-one, &c.) depends upon the preliminary question whether the power ought to be extended to appointed shares.

Mr. DAVIDSON expresses an opinion (3 Dav. Prec. 159) "that the provisions for maintenance, education, and advancement usually inserted in settlements would not in general apply to an appointed share, such a share being, by the appointment and so far as it extends, withdrawn from the settlement," and he adds that it is therefore necessary that appointments in favour of infants should contain proper provisions for those purposes, and that the power of appointment should be so framed as to enable this to be done. Curiously enough, although the power of appointment given in Mr. DAVIDSON'S precedents authorizes provisions for advancement and education to be inserted in an appointment, neither of the forms of appointment given by him contains these provisions. Messrs. KEY and ELPHINSTONE, who adopt Mr. DAVIDSON'S views, give a form of an appointment containing these provisions (1 K. & E. 92).

It may be considered presumptuous to differ from Mr. DAVIDSON on a pure question of conveyancing and as to the meaning of his own forms, but it appears to us that he has fallen into a mistake. It will be observed by a reader who turns to the passage above cited, that Mr. DAVIDSON refers to Sugden on Powers, 468, as the authority for saying that an appointed share is withdrawn from the settlement. The passage referred to will be found at p. 467 of the 8th edition of Sugden, and is as follows: "Where there is a power to appoint part of a settled fund, the execution of the power takes the part appointed entirely out of the settlement; although, therefore, the beneficial interest in it is not immediately disposed of, there can be no resulting trust for the benefit of any person under the deed creating the power; for where the principal of the fund is appointed it must be considered as if it had never been comprised in the trust, because it is absolutely taken out of it by the execution of the power." Lord St. LEONARDS gives as authorities for this proposition *Mansell v. Price* (Sag. Pow. App. 943, 2 Eq. Ca. Abr. 532) and *Chamberlain v. Hutchinson* (22 Beav. 444). Both of these cases were cases of *general powers*: in the former case personality was settled by marriage settlement on trust to be payable after the death of the wife on such trusts as she should appoint. She appointed by deed to A. on certain trusts, under which the beneficiaries, who were infants, would become entitled to vested interests at twenty-one or marriage. It was held that the appointed fund was taken out of the settlement, so that

there could be no resulting trust for any person claiming under it. The second of these cases is merely an example of the rule that where a person exercises a general power of appointment by will in such a manner as to manifest an intention that the appointed fund should form part of his personal estate, and part of the gift fails to take effect, that part falls into the residuary personal estate of the donee.

It will be observed that in both the cases cited by Lord St. LEONARDS the question arose between the appointee under a general power and the persons claiming in default of appointment, it being argued on behalf of the latter that the beneficial interests did not exhaust the whole fund, and that, therefore, that was a resulting trust for him, while it was argued on the other side, and it was decided, that the fact of the whole fund being appointed shewed an intention, even if in the result the whole beneficial interest was not disposed of, that he should be excluded; in other words, that by the appointment "the fund was taken out of the settlement."

The true doctrine appears to have been laid down by CHATERTON, V.C., in *Re De Lusi's Trusts* (3 Ir. Rep. 232, 237), where he says: "The question in all cases of the class now before me is one of intention—namely, whether the donee of a power meant by the exercise of it to take the property dealt with out of the instrument creating the power for all purposes, or only for the limited purpose of giving effect to the particular disposition expressed." This statement of the law has been approved of by JESSEL, M.R. (*Re Pineda's Settlement*, 12 Ch. D., at p. 672; *Re Van Hagan*, 16 Ch. D., at p. 29), and by FRY, J., in *Osborne v. Holyoake* (22 Ch. D., at p. 239).

It is difficult to believe that the intention of a person exercising the usual *special* power of appointment in favour of a child is to do more than to fix the amount of the child's share and the date at which it is to vest. If this view is correct, it is impossible to say that the appointed share is taken out of the settlement, and it is difficult to see why the power of advancement should not remain exercisable, notwithstanding the appointment. It should be observed that an express power of maintenance has been held to remain exercisable, notwithstanding the exercise of the power of appointment (*White v. Grant*, 18 Beav. 571), and this case appears to be a direct authority that the appointed fund is not taken out of the settlement.

It should also be noted that, even if Mr. DAVIDSON'S view is correct, and that an exercise of the power of appointment takes the appointed share out of the settlement, it is at least doubtful whether it can do so during the lifetime of either parent, so as to destroy the power of advancement during the lifetime of either parent; and if this is the case, why should it not be exercisable after the death of the surviving parent?

With the exception of Messrs. KEY and ELPHINSTONE (see 2 K. & E. 461, note (d)), who adopt Mr. DAVIDSON'S opinion, the authors of books of precedents follow the view that the power of advancement is capable of being exercised after an appointment. Mr. WOLSTENHOLME (*Forms and Precedents*, 76) and Mr. ROBBINS (6 Byth. 548) imply this view, as the form of the advancement clause that they give expressly authorizes the advancement of "issue," which can only take place in the event of an appointment being made, as "issue," as distinguished from children, take no interest in the trust funds in default of appointment, while Mr. PRIDEAUX expressly extends the power of advancement to appointed shares. The forms employed by the late Mr. JARMAN (see 9 Bythewood & Jarman's Prec., published in 1833, pp. 130, 142) extended the power of advancement to "issue" where "issue" were objects of the power of appointment.

In the forms of the late Mr. DAVIDSON the power of advancement is made exercisable over "the then expectant or presumptive or vested share of any child under the trusts hereinbefore declared." In KEY and ELPHINSTONE the form is the same, with the substitution of "contained" for "declared." The further question arises, Assuming that an exercise of the power of appointment does not necessarily prevent the power of advancement from being exercised, is the form above given of the power of advancement so framed as to let the power remain capable of being exercised over an appointed share? It is difficult, notwithstanding Mr. DAVIDSON'S opinion, to see why "vested" should not include "appointed" share. A share may become

"vested" in two different manners, either under the trusts in default of appointment, or by virtue of an appointment, and it is difficult to see why when the word "vested" is used it should be confined to interests becoming "vested" in the former manner.

There remains a question as to the form of the power of advancement: Ought it to be extended to "issue," or ought it to be restricted to "children," leaving the rights of "issue" (who can only take under an appointment) to be advanced to depend upon whether the appointment authorizes an advance to be made? If the settlement contains the full form of the power of appointment, which expressly authorizes an appointment to contain provisions for the advancement of the appointee, the question is perhaps not of much importance; but if the power of appointment is in the short form often inserted in wills, so as to operate merely as a power of selection between the children and issue, and of declaring the times at which the shares are to become vested, in which case provisions for advancement at the discretion of the trustees inserted in an appointment would be inoperative, owing to the rule that the donee of a power cannot delegate his authority, the power of advancement ought to be extended to "issue." Probably the more convenient plan will be to extend it to issue in both cases so as to obviate the necessity of providing for advances when an appointment is made in favour of issue under a power which enables this to be done.

The following forms of the power of advancement, adapted to a marriage settlement and will, are framed in accordance with the views here advocated:—

"Provided always, and it is hereby agreed and declared that it shall be lawful for the said trustees or trustee, at any time or times after the death of the survivor of the said A. and B., or in their, his, or her lifetime with their, his, or her consent in writing, to raise any part or parts, not exceeding in the whole one half, of the presumptive or vested share of any child or more remote issue of the said intended marriage in the trust premises, and to pay or apply the same for his or her advancement or benefit as the said trustees or trustee shall think fit."

"I declare that my trustees may, at any time or times after the death of my wife, or previously thereto with her written consent, raise any part or parts, not exceeding together one half, of the expectant or vested share of any child or more remote issue of mine, and pay or apply the same for his or her advancement or benefit as they shall think fit."

THE RECENT ADDITIONS TO ORDER 14.

THE case of *Arden v. Boyce* (10 Times Rep. 253), heard by the Divisional Court on the 6th inst., is, we believe, the first in which the court has been called upon to give a decision as to the meaning of the recent additions to order 14. As usual in cases under this order, the point involved was technical, and carried along with it one or two other points of some subtlety and some little importance.

The claim was for recovery of land and £17 arrears of rent, and mesne profits. On the face of it the indorsement on the writ was a perfectly good special indorsement within ord. 3, r. 6 (f): that is to say, the premises were sufficiently described, the particulars of rent duly set out, and the statement made that the plaintiff claimed as landlord against a tenant whose term had been duly determined by notice to quit. When the case came before the master the defendant set up the defence that the plaintiff had not given a valid notice to quit, and that, therefore, it was not a case of determination of tenancy by notice, but was in fact one of forfeiture, which could not be brought under order 14 (see *Burns v. Walford*, W. N., 1884, p. 31). The master gave unconditional leave to defend as regards the whole claim, and was upheld by the judge. The Divisional Court, however, held that, though there ought to be leave to defend as regards the claim for possession, the plaintiff was entitled, under ord. 14, r. 1 (b), to have judgment for the rent and mesne profits, leaving the action to proceed as to the residue, i.e., the claim for possession. In speaking of the alteration introduced into order 14 by the rule referred to, MATHEW, J., said, "If you have a writ purporting to be specially indorsed, the judge has power to deal with the part specially indorsed by giving judg-

ment, and to allow the action to go on as to the part which cannot be made the subject of a special indorsement. The rule has been framed to enable the judge to do what is reasonable." So much for the main point involved. There were subsidiary points which require some explanation.

It appears at first sight as if the case were one which ought to have been dealt with under ord. 14, r. 4, which allows judgment to be given for that part of a claim to which there is no defence, and leave to defend as to the other part. The only question was, whether the notice to quit was a valid one or not, and it might seem as if leave to defend could have been given under the last-named rule as to the claim for possession, and judgment as to the rent, which was not disputed. But the case could not be dealt with under that rule, because if once the validity of the notice to quit came seriously in question the writ could not be specially indorsed under ord. 3, r. 6, for possession, the tenancy not having been "duly determined by notice to quit." So we may take this case as an authority for saying that where the defence to part of a claim is of such a nature that, if it be successful, the result will shew the claim to have been one which could not properly be made the subject of a special indorsement, then ord. 14, r. 4, does not apply to it. In other words, the application of that rule is confined to cases where the part of the claim to which there is a defence remains technically sound as a special indorsement, even if the defence succeeds.

The next point is as to the applicability of ord. 14, r. 1 (b). That rule provides that if it appears that any claim which could not properly be made the subject of a special indorsement is included in the indorsement on the writ, the judge may either strike it out, or may give judgment for the part specially indorsed, and send the part not specially indorsed to trial. The decision in *Arden v. Boyce* interprets the meaning which should be attached to the words of the rule "which could not have been specially indorsed." However clearly it may purport to be a proper subject for special indorsement, it is to be considered as outside ord. 3, r. 6, if there is good reason to believe that it is in its nature an improper subject for special indorsement. If it is not strictly within ord. 3, r. 6, both in its nature and its form, it may be dealt with under ord. 14, r. 1 (b). In this case the claim was apparently quite within ord. 3, r. 6, but the defendant's allegation went to shew that the claim was one for forfeiture for non-payment of rent, and not, as it appeared to be, for possession by a landlord against a tenant after due determination of the tenancy by notice to quit. The court held, therefore, that the claim was one of the kind referred to in ord. 14, r. 1 (b), and that, while the claim for possession ought to go to trial, the plaintiff ought under this rule to have judgment for the part of the claim which was strictly within ord. 3, r. 6. The words which we have quoted from the judgment of MATHEW, J., seem to limit the application of ord. 14, r. 1 (b), to writs "purporting to be specially indorsed." He did not actually say that the rule applied only to such writs. The words he used, however, precisely bear out the construction we ventured to put on this rule in an article on the new rules when they were first issued (see *ante*, p. 92). We only refer to this point now in order to reiterate the warning then given, that however clearly the rule in question may appear—as it does appear—to sanction compound indorsements, there would be considerable risk in applying this meaning to it in practice.

This case will have the effect of clearing up another point of doubt as to the bearing of ord. 14, r. 1 (b), on practice. The words of that rule seem to place its application or non-application to a particular case entirely in the discretion of the judge or master. The words run "the judge may, if he shall think fit," &c. In *Arden v. Boyce* the master did not think the case was a proper one for the application of the rule, and the judge in chambers supported his view. In overruling the judge and master the Divisional Court have indirectly, but none the less clearly, established the right of a plaintiff to have the rule applied to his case if the claim falls properly within its terms. The discretion given by the rule must be exercised judicially, and its exercise may be made the subject of appeal.

The net result of the clearance of these several minor points may be shortly summarized as follows:—A plaintiff proceeding

under order 14, and being met with a defence as to part of his claim, or by the preliminary objection that the writ is not specially indorsed by reason of the inclusion of an item not within the meaning of ord. 3, r. 6, is entitled to judgment for that part of his claim not affected by the partial defence or the preliminary objection. It matters no longer whether the defence as to part rests upon merits, or strikes at the technical validity of the part of the claim affected, or raises any legal question as to that part. The plaintiff is not to be kept waiting for his judgment as to that part of his claim not affected by the defence set up. Ord. 14, rr. 1 (b) and 4, between them protect a plaintiff so far. But it must not be forgotten that there is still one kind of defect in a special indorsement which vitiates the whole claim. Faults of commission may be expiated, but a fault of omission is still fatal. Ord. 14, r. 1 (b), applies only to an indorsement in which some claim has been included erroneously. It gives no power to the judge or master to amend a special indorsement which falls short of the requirements of ord. 3, r. 6. He may "forthwith amend the indorsement by striking out such claim," or deal with the rest of the claim "as if no other claim had been included," but no power is given to him to amend by adding anything to the claim before him. Nor is this power given by any other rule. An objection, therefore, under order 14 that the writ is not specially indorsed by reason of the omission of anything necessary to a special indorsement still retains all its original force.

REVIEWS.

WINDING-UP PRACTICE.

THE ANNUAL (WINDING UP) PRACTICE, 1894. By Mr. Registrar EMDEN and THOMAS SNOW, Esq., M.A. William Clowes & Sons (Limited).

Although the present issue of this work does not vary greatly from the last issue, it presents some new features. The decisions of Mr. Justice Vaughan Williams in *Re Ocean Queen Steamship Co.* (41 W. R. 570) and *Re Mining Shares Investment Corporation* (41 W. R. 376), that he has jurisdiction to make orders sanctioning reduction of capital and alterations in memoranda of association, have induced the authors to set out in the present edition the sections of the Companies Act, 1867, relating to reduction of capital, the Companies Act, 1877, and the Companies (Memorandum of Association) Act, 1890, but they have omitted to set out the provisions of the General Order of the 21st of March, 1868, relating to reduction of capital. The Joint-Stock Companies Arrangement Act, 1870, was so often utilized during the year 1893 that we are not surprised to find its provisions set forth in the present issue, together with a form of summons under the Act, and three orders made in the matter of the English, Scottish, and Australian Chartered Bank. The work also contains the Companies (Winding-up) Act, 1893 (which, by the way, is not included in the table of statutes), several new orders, including that of the 7th of November, 1893, assigning winding-up matters to Mr. Justice Wright during Mr. Justice Vaughan Williams' absence on circuit, and a *resumé* of some of the provisions of the Industrial and Provident Societies Act, 1893. As the last-named Act confers additional jurisdiction on the High Court it deserved a little more attention from the authors. They do, however, refer to an article in this journal (*ante*, p. 52) in which the Act is discussed at some length, especially with regard to the portion of it which relates to winding up. The recent decisions seem to have been carefully noted up, but the references to the full reports of some of the cases are omitted in the body of the book and are only given in the table of cases. One reference in this table has somewhat puzzled us. It is "*Palmer v. Evans*, [1893] *Cty. Ct. Practice*, p. 557." The reference given is to page 154, and on turning to this part of the book we are relieved to find that Messrs. F. B. Palmer and Frank Evans are not opposed to one another in litigation, as the above extract at first led us to suppose was the case. The reference is not really even to a book by them exclusively relating to county court practice, but to a county court case noticed in their recently-published *Winding-up Practice*. It should be added, however, that the index of cases was not prepared either by Mr. Registrar Emden or Mr. Snow, and, with the exception of this mistake, seems to be very well done.

STATUTES.

STATUTES OF PRACTICAL UTILITY PASSED IN 1893 (56 VICT. AND 56 & 57 VICT.), ARRANGED IN ALPHABETICAL AND CHRONOLOGICAL ORDER, WITH A SELECTION OF STATUTORY RULES MADE DURING THE SAME PERIOD. WITH NOTES IN CONTINUATION OF CHITTY'S

STATUTES. By J. M. LELY, Esq., and W. F. CRAIGES, Esq., Barristers-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The present issue of this convenient edition of the statutes is annotated with care and intelligence. The Trustee Act, 1893, which specially requires the assistance of notes, is very fully explained; it would have been convenient, however, if the effects of the provisions of that troublesome Act, the Interpretation Act, 1889, had been more frequently noted, since there is no measure more likely to escape the attention of the practitioner. For instance, the word "person" in the important section 30 of the Trustee Act, 1893, is made, by section 19 of the Interpretation Act, to include a corporation. The notes to the Rules Publication Act, 1893, are exceedingly useful.

THE PRACTICAL STATUTES OF THE SESSION 1893. WITH INTRODUCTIONS, NOTES, TABLES OF ENACTMENTS REPEALED AND SUBJECTS ALTERED, AND A COPIOUS INDEX. PART I. Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

Mr. Cotton does not know how useful his handy edition of the statutes is or he would not have delayed so long to give the profession the legislative results of last year. He has been hoping, he tells us, that the session would come to an end, and that all its enactments might be included in one volume. But he has at length despaired of Parliament, and so we get the Practical Statutes for 1893. The book has the usual apparatus of tables and notes, but in the latter respect some of the statutes do not readily lend themselves to editorial treatment; while important enough to be printed, they do not call for extensive annotation. Such are the Regimental Debts Act and the Statute Law Revision Acts. The Trustee Act is only slightly treated. In other cases, where a paragraph or a short note are required to explain the object of an Act or to facilitate reference, adequate assistance is afforded. The present part contains an index, but the lists of local and personal Acts are reserved for Part II., which is to include the remaining enactments of the session.

THE TRUSTEE ACT, 1893.

THE TRUSTEE ACT, 1893. AN ACT TO CONSOLIDATE ENACTMENTS RELATING TO TRUSTEES, TOGETHER WITH THE TRUSTEE ACT, 1888, AND THE TRUST INVESTMENT ACT, 1889. WITH EXPLANATORY NOTES, NUMEROUS FORMS, AND A COMPLETE INDEX. By ARTHUR REGINALD RUDALL and JAMES WILLIAM GREIG, LL.B., B.A. Lond., Barristers-at-Law. Jordan & Sons.

This is a very convenient manual of an Act to which the practitioner has constant occasion to refer. We do not at all agree with the authors that the Act was "a much-needed consolidation," or that "as a code of trust law" it cannot fail to be "extremely useful to trustees and their advisers as well as to practitioners in the courts." Our own view is that the chief result of the measure will be to give rise to questions which would never have arisen if the well-understood old Acts had been allowed to remain in force. However, as we have to submit to the inconvenience which the rage for legislation has entailed upon us, the only thing to be done is to find our way as well as we can through this rather ill-arranged and loosely-drafted "consolidating" Act, and Messrs. Rudall and Greig's work affords a ready means of reference. They give in the appendix a very useful table shewing the sections of the Trustee Act, 1893, and the sections to which they correspond in the repealed Acts. This table would have been better placed at the commencement of the work. The various sections of the Act are also elaborately annotated. The book, though useful, requires revision; it contains mistakes, verbal and other, perhaps due to haste in the correction of proofs, and the index also is far from satisfactory. We hope that a second edition will afford the authors an opportunity for effecting this revision.

CORRESPONDENCE.

ACTION REMITTED TO COUNTY COURT—COSTS.

[To the Editor of the Solicitors' Journal.]

Sir,—In an action of contract brought in the High Court for £70 an order was made under order 14 for payment of £40 to the plaintiff and remitting the action to a county court for trial under the County Courts Act, 1888, s. 65, as to the residue (£30).

In the county court the plaintiff recovered a judgment for £12—thus, in the two courts together, he recovered £52.

Will you be good enough to express an opinion as to which of the county court scales applies to the costs incurred after the action was remitted, that is to say, whether the scale in column A relating to sums recovered not exceeding £20 or column C relating to sums recovered exceeding £50?

The question is an important one, but I can find no authority upon it. [See observations under head of "Current Topics."—Eds. S. J.]

SUCCESSIVE PERSONS TRADING UNDER SAME NAME.

[To the Editor of the Solicitors' Journal.]

Sir,—Can any of your readers refer me to some authority on this point? A man whose name is Brown trades as "Smith & Co." and afterwards sells his business and assets to Robinson together with the right to trade as "Smith & Co." and Brown enters into a covenant against trading in opposition. No notice of the sale is given to any of the persons trading with Smith & Co. by Brown or by Robinson, as Robinson has impressed Brown that if Brown give notice of his having sold, it will prejudice his (Robinson's) trade.

Jones was a trader selling to Smith & Co. when Brown was the proprietor of the firm, and continues to sell to Smith & Co. Smith & Co. make default in paying Jones for goods supplied since Robinson bought the business. Has Jones any remedy against Brown in respect of goods sold since Brown disposed of the business, and, if so, on what ground? Would Brown's liability be affected by the fact that he had notified Jones of the sale of Smith & Co. to Robinson?

Feb. 12.

CONSTANT READER.

SMALL v. THE NATIONAL PROVINCIAL BANK.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the article in your paper of last Saturday on this case, we desire to point out that you have somewhat misapprehended the effect of the decision.

Mr. Justice Stirling decided that the Bills of Sale Act applied to the fixtures, not on the ground that the mortgage used words applicable to them, but on the ground that there were additional words referring to the moveable plant. He inferred from these additional words that it was intended to give the mortgagees something in addition to the fixtures as part of the freehold, and hence that the mortgagees had a power of selling the fixtures apart from the freehold, which conclusion, of course, brought the mortgage within the Bills of Sale Act.

Mr. Justice Stirling distinctly stated during the argument, if not in the judgment—as we believe he did—that the mere addition of words which are implied by force of the Conveyancing Act would be harmless and not imperil the mortgagee's security over the fixtures.

There were other questions in this case which rendered an appeal inadvisable.

Feb. 12.

W. B. & M.

[We think that a reference to the article will shew that it was based upon the very view taken by our correspondents.—Ed. S. J.]

CASES OF THE WEEK.

Court of Appeal.

HURCUM v. HILLEARY—No. 2, 8th February.

PARLIAMENT—BOROUGH VOTE—REGISTRATION—NATURE OF QUALIFICATION—POWER TO AMEND—41 & 42 VICT. C. 26, s. 28 (2) (13).

This was an appeal from a decision of the Queen's Bench Division (Lord Coleridge, C.J., and Lawrence and Collins, JJ.) affirming a decision of the revising barrister for the borough of West Ham, that he had no power to amend a claim for a vote by changing "dwelling-houses in succession," which was erroneously stated as the qualification, into "dwelling-house," which was the true qualification. (The case is reported *sub nom. Mann (Appellant), Johnson (Respondent); Hurcum (Appellant), Hilleary (Respondent)*, ante, p. 115.)

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said it was unnecessary to hear counsel for the respondent. In his opinion the question was concluded by authority. The appellant contended that there was a distinction between a list and a claim, and that the decided cases were cases of lists. Under sub-section (2) of section 28 of the Act 41 & 42 Vict. c. 26 the revising barrister had power "to correct any mistake which is proved to have been made in any claim or notice of objection," and taken by itself that sub-section gave him power to correct any mistake he liked. But that sub-section did not stand alone. There was the 13th sub-section, and the words, "except as herein provided," at the beginning of it, did not, as it seemed to his lordship, exclude the provisions of sub-section (2), but had reference to those of sub-section (12) immediately preceding. Sub-section (12) was important as throwing light on the other two sub-sections. If the present were the case of a list, it was past praying for. In *Plant v. Potts* (1891, 1 Q. B. 256) it was held that the revising barrister had no power to alter an alleged

ownership qualification in a list from "freehold house" into "leasehold house." The authorities clearly shewed that there was no power (in the absence of a declaration under section 24, which there was not in the present case) to amend so as to make any difference in the nature of the qualification. "Houses in succession" and "house" were different qualifications, that had been held to be so by authority; and, that being so, the court could not entertain the present appeal. The appeal must be dismissed with costs.

KAY, L.J., was of the same opinion. In *Bartlett v. Gibbs* (5 M. & G. 81) it was distinctly held that the occupation of several "houses in succession" was a qualification of a different nature from the occupation of a "house," and that view was approved in *Foskett v. Koufman* (34 W. R. 90, 16 Q. B. D. 279). The court was now asked to alter a qualification. If sub-section (2) stood alone, the revising barrister would have power to do what the court was asked to say he might do; but it did not. Sub-section (13) followed, and said that "except as herein provided no evidence shall be given of any other qualification than that described in the list or claim." "Except as herein provided" in sub-section (13) referred to sub-section (12), in his lordship's view, and not to sub-section (2). The appeal should be dismissed.

A. L. SMITH, L.J., also concurred. Applying the principle of *Bartlett v. Gibbs* and *Foskett v. Koufman* to the present case, it could make no difference whether you struck out or whether you added "successive." As to the distinction between a list and a claim, his lordship did not think there was any for the present purpose. He adopted what Lopes, L.J., said in *Plant v. Potts*: "After careful consideration I have come to the conclusion that sub-sections (12) and (13) empower a revising barrister to correct an insufficient or inaccurate statement of qualification in the third column, provided such correction does not involve a change or alteration of qualification as it appears in the list." The revising barrister was right in deciding he had no power to make the amendment.—COUNSELL, C. E. Jones; Roskill. SOLICITORS, Sedgwick & Sharman; Hilleary, Town Clerk, West Ham.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

Re AN APPLICATION FOR REGISTRATION OF A TRADE-MARK BY FARBENFABRIKEN, VORMALS, FRIEDRICH, BAYER, & CO.—No. 2, 8th February.

TRADE-MARK—REGISTRATION—"SOMATOSE"—DESCRIPTIVE WORD—INVENTED WORD—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. C. 57), s. 64—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1888 (51 & 52 VICT. C. 50), s. 10.

This was an appeal by the applicants against a decision of North, J., who affirmed the refusal of the Comptroller of Trade-Marks to register the word "Somatose" as a trade-mark for goods in class 3. The applicants were a company carrying on business at Elberfeld, in Germany. The article for which the trade-mark was asked was described as a "pharmaceutical production," and a "yellow, tasteless, and odourless product." Its principal object was stated to be nourishment, and its constituent parts "primary albumoses." By section 64 (1) of the Patents, Designs, and Trade-Marks Act, 1883, as amended by section 10 of the Patents, Designs, and Trade-Marks Act, 1888, it is provided that a trade-mark must consist of or contain at least one of the following essential particulars: "(a) an invented word or invented words, or (b) a word or words having no reference to the character or quality of the goods, and not being a geographical name." The comptroller refused to register the word "Somatose," on the ground that it had reference to the character or quality of the goods in reference to which registration was sought. North, J., upheld this decision, and from these decisions the applicants appealed. The derivation of the word was admitted to be from the Greek *soma*, body. The contention on the part of the applicants was that the word was an invented word, and had no reference to the article for which registration was sought. The comptroller, on the other hand, urged that the word was not an invented word, but had distinct reference to the character or quality of the goods, and was therefore a descriptive word.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) dismissed the appeal, Lindley, L.J., dissenting.

LINDLEY, L.J., after reading section 64 of the Act of 1883 and section 10 of the Act of 1888, said that it did not follow that every trade-mark which contained one at least of those particulars was a trade-mark for the purposes of the Act—i.e., a trade-mark which the comptroller ought to register. It became necessary, therefore, to ascertain what kind of trade-mark which did contain one of the statutory essentials was not a trade-mark for the purposes of the Act—i.e., one which ought not to be registered. His lordship then considered the various restrictions imposed by statute upon registration and said that he could find no other restriction, and if a person sought to register a trade-mark which was open to none of those objections and which did contain one of the essentials mentioned in section 10 of the Act of 1888, he was aware of no legal principle which would justify the court in refusing to direct its registration. His lordship continued: "Two reasons are given for this contention—(1) It is said that 'Somatose' is not an invented word within the meaning of (a). (2) It is said to have some reference to the character or quality of the goods, and so to be excluded by (b). Each of these reasons must be examined in turn. There is no statutory definition or description of an invented word, and I cannot myself see any legitimate ground for limiting its ordinary meaning. Any word which is in fact new, and not what may be called a colourable imitation of an existing word, is, in my opinion, an invented word within the meaning of the statute under consideration. It is true that several persons may independently hit upon the same word, but a word already invented and known

would hardly be called an invented word because somebody afterwards happened to hit upon it himself. Novelty is, I think, an ingredient in a lawyer's idea of invention. Again, I do not think that a word can fairly be called an invented word if it is so nearly like a known word in spelling or sound as to be an obvious imitation of it and is in substance that word though spent or sounded a little differently. But I am unable myself to see that any other restriction can properly be put on the expression 'invented word' in this Act of Parliament. Why in 1888 Parliament substituted the expression 'invented word or words' for 'the expression 'fancy word or words not in common use,' which was the expression used in the Act of 1883, I cannot ascertain from the statute itself. I can, therefore, only infer that the former expression as construed by the courts was considered unsatisfactory, and that one object, at all events, was to change the expression so as to render the previous decisions on the old expression inapplicable in future. In my opinion 'Somatose' is an invented word within the meaning of the new enactment. It is proved to be new and to have been invented for the purpose of being used as a trade-mark." His lordship failed to see that "Somatose" had reference to the character or quality of the goods, and the utmost that could be said was that "Somatose" referred in some way to some kind of body. He concluded: "I am of opinion that 'Somatose' is an invented word not having reference to the character or quality of the goods, and is free from objection and ought to be registered."

KAY, L.J., after dealing with the derivation of the word "Somatose," the description of its uses, and the inconveniences arising from section 64 of the Act of 1883, continued: It is argued that this sub-section (c) only applies to known words, and being coupled with the former sentence by the disjunctive "or," an invented word may be descriptive, though a known word may not. To this I think there are two answers, either of which is conclusive. If the word is descriptive it cannot be an invented word within the meaning of clause (d), and, secondly, the collocation of these two clauses proves, to my mind, that invented words mean words that have no meaning. I agree with the argument of the Solicitor-General that, when the statutes of 1883 and 1888 are compared, the alteration of section 64 was by no means intended to give persons desiring to register a larger right to monopolize words than they had under the former Act, and the decisions upon it, but rather, if anything, to restrict that right still further, and to render the duty of the comptroller more simple and easy. In my opinion North, J., rightly refused to allow this word to be registered, and I think this appeal should be dismissed.

A. L. SMITH, L.J., said it was clear that the Legislature intended that whatever words were thereafter to be registered whether they fell within (d) or (e), they should be words which had no reference to the character of the quality of the goods of the trader. To constitute an invented word within the meaning of the section it must be a word invented for the first time. Of necessity such a word could have no reference to the character or quality of goods, because *ex hypothesi* it was an entirely new unknown word incapable of conveying anything. The meaning conveyed by the word *cybus*, *equarés* was well known, and "Somatose" was not an invented word within the section. Therefore he could not hold that the word "Somatose" had no reference to the character of the quality of the applicants' goods, which were made of meat and could be easily absorbed into the body. The appeal must be dismissed, but, being a *test case*, without costs. Appeal dismissed without costs.—COUNSEL, A. R. Kirby; Sir John Rigby, S.G., and Ingle Joyce. SOLICITORS, Ashurst, Morris, Crisp, & Co.; Solicitor to the Board of Trade.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re KIDSGROVE STEEL, IRON, AND COAL CO. (LIM.)—Chitty, J., 8th February.

COMPANY—WINDING UP—SET-OFF—MUTUAL CLAIMS—MINING LEASE—OPTION TO LESSORS TO PURCHASE PLANT AT END OR DETERMINATION OF LEASE—EXERCISE OF OPTION—RENT—DAMAGES.

The trustees for the Norwich Union Life Assurance Society let to the above company a colliery and ironworks by three leases, all of the 22nd of June, 1888. The principal instrument was a mining lease for forty years from the 31st of December, 1887, subject to certain rents and royalties thereby reserved, and gave the lessors the option, after the end or determination thereof, of purchasing at a valuation all plant and fixtures that might be erected by the lessees. The other instruments were purchase leases, providing for instalment purchases by the company of plant erected by the trustees. The company, on the same day, mortgaged a portion of their uncalled capital to the trustees for securing the payment of the minimum rent reserved by the mining lease from the third to the ninth year of the said term of forty years. On the 27th of February, 1891, the company went into voluntary liquidation. On the 18th of March, 1891, the court ordered the voluntary liquidation to be continued subject to supervision. On the 27th of July, 1891, an order was made (the trustees supporting the application of the liquidator) that the liquidator might do necessary works for the protection and carrying on of the colliery, and borrow money, to be secured by a first charge on the property and undertaking. On the 15th of December, 1892, the trustees, with leave of the court, distrained for a year's mining and surface rent, and on the following day, with the like leave, re-entered under the proviso for re-entry in the lease. On the 21st of July, 1893, an order was made by consent of the parties providing for the withdrawal of the distresses and for two separate valuations—(1) of the plant and fixtures which the trustees had the option of purchasing as aforesaid under the mining lease, and (2) of certain

minerals and effects belonging to the liquidator at the time of the trustees' re-entry, which they had not the option of taking under the said lease; and the order directed that, subject to the deductions and set-off of one year's surface rent and certain costs thereafter mentioned, the trustees should pay or account for the amount of the two valuations to the liquidator, and all questions arising thereunder were to be determined by the judge in chambers. Two arbitrators and an umpire were appointed under the last-named order, and the proceedings under the arbitration were now closed, the award having been made but not taken up. On the 15th of May, 1893, the trustees were, upon the application of the liquidator, ordered to deliver particulars of set-off and deductions within three weeks, and, the particulars delivered in pursuance thereof including, besides all rents, royalties, and instalments due under the said leases, large sums by way of damages for breaches of the lessees' covenants therein, the liquidator took out a summons, which now came on for consideration, to disallow the same except so far as the same might be the subject of specific directions under the said order of the 21st of January, 1893. The following cases were referred to in argument:—*Re Asphaltic Wood Pavement Co., Lee & Chapman's case* (32 W. R. 915, 26 Ch. D. 624; and on appeal, 33 W. R. 513, 30 Ch. D. 216), *Re Milan Tramways Co.* (32 W. R. 601, 25 Ch. D. 587), *Re Gillespie, Ex parte Reid* (33 W. R. 707, 14 Q. B. D. 965), *Re Lundy Granite Co.* (19 W. R. 609, L. R. 6 Ch. App. 462), *Re Silkstone and Dodworth Coal and Iron Co.* (29 W. R. 484, 17 Ch. D. 158), *Sovereign Life Assurance Co. v. Dodd* (41 W. R. 4; 1892, 2 Q. B. 573), *Mercsey Steel and Iron Co. v. Naylor* (31 W. R. 80, 9 Q. B. D. 648), *Re International Marine Hydrographic Co.* (33 W. R. 587, 28 Ch. D. 470), and *Government of Newfoundland v. Newfoundland Railway Co.* (13 App. Cas. 199, 36 W. R. Dig. 46).

CHITTY, J., said that in the result the case was simple. The date of the winding up was the 27th of February, 1891, and the option to purchase plant under the lease was not exercised, or indeed exercisable, until the order of the 21st of January, 1893. The lease had then determined, the trustees having re-entered with the sanction of the court. Besides the purchase under the option the trustees bought other plant from the liquidator. Under the order of the 21st of January, 1893, the price of all the plant purchased by them was to be ascertained by arbitration. The award or valuation was ready, but the liquidator found the amount for taking it up considerable, and was afraid of so doing by reason of the trustees' set-off claim. The set-off came before the court on questions of law. As to things not included in the option the case was plain. This part of the set-off claim could not be maintained. The liquidator, as the statutory officer for turning the assets into money, sold part of the assets to creditors of the company. Among the particulars set off were damages for breaches of contract. Damages afforded a good ground of claim for proof, and there was no distinction between damages and a debt for present purposes. The creditor must pay his purchase-money and prove for his debt. There was no difference between a sale by the liquidator to a creditor and to strangers. What was sold was part of the assets—i.e., the common fund to which creditors had recourse. That observation disposed of a great part of the particulars. But it was said that there was a great distinction between that purchase and the purchase under the option, and the trustees relied on the mutual credit clause in the Bankruptcy Act. Had they any contract to purchase at the time of the winding up? No. That only arose when they exercised the option. The option seemed to his lordship to make no difference as to set-off, and he held that there was no such distinction as was contended for, and no method of applying the mutual credit clause. If he was right *Lee and Chapman's case* had no application. The liquidator had some beneficial occupation of the premises under the trustees, and part of their claim related thereto. Some rent had been paid by him, whether all was not clear. The cases established that the demand of the landlord for rent, where the liquidator had beneficial occupation, must be paid in full out of the assets, but it was said, for the first time since the Act of 1862 was passed, that, where the occupation was of mines, the landlord had a like preferential right in respect of all breaches of covenants as to the working. It was said that the equity of the landlord's right to rent applied to all such continuous breaches of covenant during the liquidator's occupation. The landlord's right arose out of section 163 of the Act precluding him from putting in a distress. When he applied for leave to distrain against a liquidator, the court had a discretion which it exercised, as in *Re Lundy Granite Co.*, on the principle that he must have leave or be put in an equally good position by payment of rent in full. The claim of the landlord was against the company, and not against the liquidator. He was not an assign or sub-tenant. The lease was still subsisting, and there was no relation between the landlord and the liquidator. The landlord's right was therefore not to be extended beyond what he could distrain for, and he could not distrain for breach of covenant. If the argument was sound, the court would order the liquidator to pay out of the assets damages for breaches of covenants to repair and other continuous breaches, though he might have only been a short time in occupation. If there were a proviso for re-entry, the landlord could recover possession on the ground of forfeiture, notwithstanding the winding up. The question whether the trustees could set-off in respect of the liquidator's beneficial occupation was raised, but the court was not in a position to dispose of it now. A question was also raised whether a portion of the security taken by the trustees in respect of rent, which had been got in and paid to them with the company's consent, could be attributed to rent in arrear during the first two years. His lordship held that, unless some fresh bargain was shewn, the security must be appropriated to payment of the rent secured, and there was no right to make any other appropriation without the company's consent.—COUNSEL, Byrne, Q.C., and Kenyon Parker; Furnell, Q.C., and Methold. SOLICITORS, A. W. Nixon; Hartcup & Davis, for W. T. Hartcup, Norwich.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re TUBBS'S CONTRACT—Chitty, J., 8th, 10th, and 13th February.

VENDOR AND PURCHASER—CONDITIONS OF SALE—INTEREST—WILFUL DEFAULT OF VENDOR—OMISSION TO INSPECT PLAN.

Contract of sale, dated the 8th of March, 1891, provided for completion of purchase on the 24th of June, 1892, and "if from any cause whatever other than wilful default on the part of the vendors, the remainder of the purchase money shall not be then paid, the purchaser shall pay interest thereon at the rate of five per cent per annum from that day to the day of actual payment thereof." The contract stated that the property was purchased by the vendors, the Corporation of London, in 1824, under the powers of the Act 5 Geo. 4, c. 151, and was now being sold under a statutory power so to do. A copy of the Act might be seen at the controller's office, and the purchaser was to be deemed to have notice thereof. The abstract was delivered on the 23rd of March, 1892. On the 9th of April the purchaser required a copy of the plan referred to in the said Act so as to see that the said plan did not comprise more than the deposited plan. On the 7th of May he said he would inspect the original plan, and on the 12th of May he was informed he could see it at a day's notice. He inspected it on the 16th of June, and perceived at once that a small but important part of the property offered for sale was not comprised therein. An abstract making a new title to the omitted part was delivered on the 25th of June, i.e., a day after the date fixed for completion. Requisitions on this abstract were delivered on the 23rd of July, and the vendors' replies on the 28th of July, when the court of the corporation was adjourned for about two months. The title was finally accepted on the 29th of September. The purchaser, who was negotiating for sub-sales, did not set apart his purchase-money by the 24th of June, nor was he ready to complete till the 13th of February, 1893. The purchaser was willing to pay interest from the 29th of September, but contended that the delay from the 24th of June to the 29th of September, was solely attributable to the wilful default of the vendors in not properly inspecting their deposited plan before offering the property for sale. The schedule to the Act referred to the numbers on the plan and the mistake would have been discovered immediately.

CHITTY, J., held on the evidence that the purchaser was not ready to complete on the 29th of September, and that the delay was not attributable to the vendors. If it was necessary after coming to that conclusion to deal with the question of wilful default, his lordship was of opinion that the vendors were not guilty of wilful default within the meaning of the stipulation. The objection was an objection to title, and on questions of that sort reference should be made to the valuable observations of Knight-Bruce, L.J., in *Sherwin v. Shakespeare* (1 W. R. 460, 2 W. R. 608, 17 Beav. 267, 5 De G. M. & G. 517). The observations were still in point, though made on an unqualified condition. It would be straining the meaning of the words if his lordship were to hold that the present circumstances amounted to wilful default on the part of the vendors. Without delivering a disquisition on the meaning of the words, it was plain that "wilful" was a good English word susceptible of various meanings; but, in determining what was wilful default, regard must be had to the nature of the contract and the duties, reciprocal or otherwise, imposed on the parties. If the purchaser's argument were pressed to its legitimate extent, a purchaser would scarcely ever be liable to pay interest under a condition like the present, because the most careful vendor was often not prepared to shew a perfect title. The purchaser said the vendors ought to look at their own deeds, otherwise they were guilty of wilful default. His lordship accepted that proposition, but it was immaterial here. The question was the degree of attention, the knowledge of construction and law which the vendors must bring to that inspection. There was no question of law here, and his lordship agreed that if the vendors had examined the plan they would have discovered what the purchaser discovered on the 16th of June, and might, if he had chosen, have discovered on the 15th of May. It would, however, be straining the terms of the contract unfairly against the vendors if his lordship held that their omission to look at the plan was wilful. He did not propose to pursue the various arguments and judgments on the words any further, merely observing that he was not much impressed by the attempt to substitute other words as spontaneous or voluntary, thereby making use of Latin words to explain a common English word.—COUNSEL, *Whitehorne, Q.C.*, and *Archibald Allen; Levett, Q.C.*, and *Vernon Smith*. SOLICITORS, *H. H. Crawford, City Solicitor; Chapple, Welch, & Chapple*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re WHISTON'S ESTATE, LOVATT v. WILLIAMS—Chitty, J., 13th and 14th February.

SETTLEMENT—EQUITABLE ESTATES—LEGAL LIMITATIONS—NO WORDS OF INHERITANCE—QUANTITY OF ESTATE.

Voluntary settlement of an equity of redemption on trust for the settlor's wife for life, with remainder to the settlor for life, and after his death in trust for his children by her who, being sons, should attain the age of twenty-one years, or, being daughters, should attain that age or marry. There being no words of limitation, the question was raised as to what estate the children took. Counsel for the children contended that, as the estates were equitable only, though given with legal limitations, words of inheritance were unnecessary. Equity regarded the intention: 1 Cruise, 343; 1 Hayes, 91; Williams' Real Property, 13th ed., p. 185 (chap. 8).

CHITTY, J., said that if the estates had been legal the children would have taken life estates. The older writers seemed to have been of opinion that equity regarded the intention and did not follow the law in cases like the one before him; but modern text writers had come round, and Lewin,

and Elphinstone, Norton, and Clarke laid down the rule the other way. In Elphinstone on the Interpretation of Deeds, p. 278, rule 104, the cases were brought down to *Meyler v. Meyler* (11 L. R. Ir. 522), where the Irish Vice-Chancellor's conclusion was in accordance with Mr. Elphinstone's rule. His lordship was under the impression that the point had been decided the same way both by Jessel, M.R., and himself. However, while admitting that he was not bound by the Irish authority, his lordship thought the reasoning of the Irish Vice-Chancellor was correct, and considering also the decision of Bacon, V.C., in *Middleton v. Barker* (1873, W. N. 231), so far as he could gather it from the *Weekly Notes*, he thought the children took life estates only. It was said there were special grounds on the face of this deed for a more liberal construction. The only objects of the settlor's bounty were himself, his wife and children, but his lordship's construction was quite consistent with that view, as the settlor, one of the objects, would take under the resulting trust. It was a formal deed with a series of limitations, and though the estates were only equitable, still the legal construction must be followed.—COUNSEL, *Byrne, Q.C.*, and *Kenyon Parker; Alexander, Q.C.*, and *Albert Jessel; Faucon. SOLICITORS, White & Sons; Joseph & Hyam*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re MERCHANTS' TRUST AND NEW BRITISH IRON CO.—Chitty, J., 10th February.

SALE OF LAND AND MINERALS SEPARATELY—TRUSTEE MORTGAGES—TRUSTEE ACT, 1893 (56 & 57 VICT. c. 53), ss. 44, 50.

Conveyance of property by way of mortgage on trust for debenture-holders. The trustees applied under section 44 of the Trustee Act, 1893, for leave to dispose of the land and minerals separately, and the only point raised was whether, as the trustees were also mortgagees, the court had power to sanction this. Under the Confirmation of Sales Act (25 & 26 Vict. c. 108) repealed by the Trustee Act, 1893, mortgagees might apply (*Re Wilkinson*, 13 Eq. 634, 20 W. R. Ch. Dig. 78), but the Trustee Act, 1893, s. 50, provides that "The expression 'trust' does not include the duties incident to an estate conveyed by way of mortgage."

CHITTY, J., said that clauses like section 50 were often called definition clauses, but they were nothing of the sort. They ought to be called expounding clauses. The above clause did not exclude trustees who happened to be trustees of estates conveyed to them by way of mortgage. His lordship gave the sanction asked for.—COUNSEL, *H. B. Howard; Howard Wright. SOLICITORS, Murray, Hutchins, & Stirling; Freshfields & Williams*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

THE MAYFAIR PROPERTY CO. v. JOHNSTON—North, J., 31st January.

PARTY WALL—TENANTS IN COMMON—RIGHT TO PARTITION.

This was an action for the partition of a wall. The plaintiffs were the Freehold and Leasehold Investment Co. (Limited), and owners in fee simple of the house No. 37, Hyde-park-gate, and the Mayfair Property Co. (Limited), lessees of the same house under a building agreement dated the 24th of November, 1892. The defendants were Francis J. Johnston and Reginald J. Johnston, mortgagees of the house No. 36, Hyde-park-gate and other incumbancers, and the executors of the late Sir Charles E. Lewis, tenant of No. 36 under a lease for fourteen years dated the 15th of October, 1886. Both the houses and the wall dividing them from north to south formerly belonged to John Austin. On the 28th of June, 1858, John Austin conveyed the premises No. 37, Hyde-park-gate to the plaintiffs' predecessors in title, and on the same day he also conveyed No. 36 to the defendants' predecessors in title. Neither of these conveyances mentioned the wall. The wall was a party wall, and the owners of the said premises were interested and entitled to the said wall as tenants in common in equal undivided moieties. On the ground that it was expedient and desirable that a partition of the wall should be made by or under the order of the court, the plaintiffs claimed that a fair partition should be made of the said wall. In their defence certain of the defendants denied that the said wall or any part thereof was a subject-matter which was divisible or which it was expedient or desirable should be partitioned.

NORTH, J., held that the plaintiffs were entitled to partition, and that the defendants had no legal right to resist. The statutes of Henry VIII. provided for partition and established the rights of the parties to have it, although the means given by those statutes of a common law writ of partition was abolished. Although the authorities on the subject were old, the fact that there were no new ones shewed that the old decisions had been acquiesced in.—COUNSEL, *Swinfen Eady, Q.C.*, and *Peterson; Cozens-Hardy, Q.C.*, and *Curtis Price; A. A. Hudson. SOLICITORS, Poole & Robinson; Bowlings, Foyer, & Hordern*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re EDDYSTONE MARINE INSURANCE CO. (BROWNING'S CASE)—Stirling, J., 13th February.

COMPANY—"BONUS" SHARES—NO CONSIDERATION FOR ISSUE—CONTRACT DULY FILLED—TRANSFER—LIABILITY OF TRANSFEREE—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 25.

This was an application by the liquidator of the above-named company that the legal personal representatives of Mr. Browning, who was a transferee of certain "bonus" shares in the company, should be placed on the list of contributories for the full nominal value of such shares. It has been already decided by Wright, J., and the Court of Appeal that the original allottees of such shares were so liable as contributories: *Re Eddystone Marine Insurance Co.* (41 W. R. 642; 1893, 3 Ch. 9). The company was incorporated in 1887 with a nominal capital of £20,000, divided

into 200 shares of £100 each. Shares to a nominal value of £4,000 only were allotted, and were held by sixteen persons. Early in February, 1888, it was proposed that the company should be thrown open to the public, it having been previously worked as a private partnership, and accordingly at a general meeting of the company held on the 27th of February, 1888, it was resolved that, after allotting to the original shareholders of the company £6,000 of fully paid-up shares, to be registered and considered as fully paid-up shares, the whole of the unallotted capital of the company should be offered for subscription, and that the capital should be sub-divided into £20 shares. These resolutions were duly confirmed in March, 1888. On the 24th of May, 1888, an extraordinary general meeting of the company was held, at which a resolution was passed, which was duly confirmed on the 9th of June, to the effect that, in consideration of services rendered to the company in its formation, and in establishing its business by the sixteen original shareholders and directors, 300 shares of £20 each in the company, to be credited in the company's books as fully paid up, and free from any liability for such payment, should be allotted to those persons as therein mentioned, and the directors were empowered to take such steps and to enter into such agreement as might be necessary to give effect to the resolution. On the 15th of June, 1888, an agreement was entered into between the company of the first part and the original shareholders and directors of the second part, by which, after reciting that the company were indebted to the parties of the second part for services rendered and expenses incurred by them in the formation of the company and in establishing its business, and that the company, being desirous of remunerating the parties of the second part for such services and expenses, had duly passed and confirmed the resolution above mentioned, it was agreed that the company would immediately cause the agreement to be filed with the Registrar of Joint-Stock Companies in pursuance of section 25 of the Companies Act, 1867, and would thereupon issue to the parties of the second part the 300 shares referred to in the resolution, and that such shares should be deemed fully paid up and free from liability. The agreement was duly filed on the 4th of July, 1888, and the shares were then issued. At a meeting of shareholders on the 2nd of July, 1888, Browning was present, and was elected a director, and on that occasion a resolution was passed that three per cent. per annum be paid from the profits of the company to the original shareholders on the balance of capital paid on their shares, and considered paid on their bonus shares, over what should be called up on other shares of the company, and that no interest be paid on those shares unless a dividend be declared on the ordinary shares. He attended subsequent meetings of the directors, and particularly one held on the 17th of July, when it was resolved "that the allotment of bonus shares pursuant to the registered agreement be hereby confirmed." On the 20th of July, 1888, twenty of the shares so allotted were, in consideration of £27 10s., transferred to Browning, and the certificate issued to the original allottee, which described the shares as fully paid up, and had written thereon in red ink the word "bonus," was handed to him. In September and November further transfers of ten and fifteen of such shares respectively were made to Browning, and on each occasion a similar certificate was handed to him. The company was ordered to be wound up in November, 1890, and Browning being now dead, the liquidator made the present application to the court. On behalf of the personal representatives of Browning it was contended that he was a purchaser for value of the bonus shares on the faith of the representations contained in the certificates, and that he was not aware that the consideration for which those shares were issued was fictitious, and that, therefore, in accordance with the decision in *Burkinshaw v. Nicolls* (26 W. R. 819, 3 App. Cas. 1004), the company and the liquidator were estopped from denying that the shares were fully paid up.

STIRLING, J., after stating the facts, said it was established in the course of the former proceedings, and it was not disputed before him, that in point of fact no consideration had been given for these bonus shares, and that the reference to services rendered to the company which was found in the registered agreement was, to use the language of Lindley, L.J., a mere blind. Each certificate which came into Browning's hands bore on it the word "bonus" conspicuously written. His lordship thought under the circumstances of the case that it ought to be inferred as a fact that Browning learned from the certificates of the shares transferred to him respectively that all these shares were among those specified in the agreement of the 15th of June, 1888, and consequently were not paid for in cash, and that even if he had not such knowledge it ought to be imputed to him. What did the word "bonus" mean? The explanation given in the New English Dictionary now in course of publication by the University of Oxford was as follows:—"A boon or gift over and above what is nominally due as remuneration to the receiver, and which is, therefore, something wholly to the good." That, his lordship thought, expressed accurately the meaning ordinarily attached to the word. The occurrence of such a word on a share certificate would, in his opinion, lead any prudent man of business to inquire what was meant; and if the question were asked the most favourable form of answer which he could conceive would be that the certificates were those of shares issued under the agreement of the 15th of June, 1888. If these shares were really issued in satisfaction of a debt or other legal liability, as the agreement purported to shew, the name "bonus shares" was utterly inappropriate. It seemed to his lordship that the shares were so called because that was and was known to be their true character, and because the agreement was merely looked upon as a piece of legal machinery for validly conferring on the original shareholders that which was in fact and was known to be a bonus in the sense he had already explained. No doubt the original allottees thought they had secured a legal means of effecting their purpose, and no doubt their belief was shared by Browning and the other directors, but, unfortunately, it had been proved to be unfounded—all parties having

made a mistake of law. In conclusion his lordship said that in the view he took of the evidence Browning became a purchaser of these shares with knowledge of the real circumstances under which they were issued, and it followed, therefore, that the case of *Burkinshaw v. Nicolls* had no application, and Browning's representatives must be placed on the list of contributories.—COUNSEL, *Hastings, Q.C.*, and *Younger; Buckley, Q.C.*, and *Ecc.* SOLICITORS, *Davidson & Morris; Crowders & Vizard.*

[Reported by W. A. G. Woods, Barrister-at-Law.]

Winding-up Cases.

Re THE STOCK AND SHARE AUCTION AND BANKING CO. (LIM.); Re THE SPIRAL WOOD CUTTING CO. (LIM.); Re THE HULL LAND AND PROPERTY INVESTMENT CO. (LIM.)—Vaughan Williams, J., 10th February.

COMPANY—WINDING UP—BOARD OF TRADE—VOLUNTARY WINDING UP—WINDING UP UNDER SUPERVISION—MONEY IN HANDS OF LIQUIDATOR—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 15.

Motions were made on behalf of the Board of Trade in the matter of the above-named companies, of which the first was in course of being wound up under supervision and the other two voluntarily, that the liquidator should forthwith pay into the Bank of England to the credit of the Companies' Liquidation Account certain sums of money, being the amount of money representing unclaimed or undistributed assets of the company for six months after the date of their receipt and shewn to be in the liquidator's hands or under his control. Section 15 of the Companies (Winding-up) Act, 1890, enacts that "if the winding up of a company is not concluded within one year after its commencement, the liquidator of the company shall, at such intervals as may be prescribed, until the winding up is concluded, send to the Registrar of Joint-Stock Companies a statement in the prescribed form and containing the prescribed particulars with respect to the proceedings in and position of the liquidation." Sub-section (3) of the same section provides that "if it appears from any such statement or otherwise that any liquidator of a company has in his hands or under his control any money representing unclaimed or undistributed assets of the company which have remained unclaimed or undistributed for six months after the date of their receipt, the liquidator shall forthwith pay the same to the Companies' Liquidation Account at the Bank of England." The motions came on on the 13th of December, 1893, before Wright, J., sitting for Vaughan Williams, J., when an objection was taken on behalf of the respondents that the provisions of section 15 were only applicable to a compulsory winding up, and the motion then stood over till the 11th of January, 1894, when the point was argued before Vaughan Williams, J., in chambers. His lordship reserved judgment, and now delivered the following written judgment.

VAUGHAN WILLIAMS, J.—The question which I have to decide in these cases is whether section 15 of the Companies (Winding-up) Act, 1890, applies to voluntary liquidations or to voluntary liquidations continued under supervision of the court so as to enable the Board of Trade to enforce the provisions of the section against the voluntary liquidator. I am of opinion that section 15 of the Act does so apply both to voluntary liquidations and to voluntary liquidations continued under supervision. So far as the words of section 15 are concerned there is nothing to limit the application of the section to companies which are wound up under the order of the court. But then it is said that the Act of 1890 has no application to voluntary liquidation—and no doubt generally this is true—and further it is said that where the Legislature meant this Act to apply to voluntary liquidations it used express words, as is done in the 2nd sub-section of section 10. And it is urged generally that voluntary liquidation, at all events when it is not subject to the supervision of the court, is by the whole scope of the Act of 1890 a domestic proceeding intentionally left by the Legislature under the control of the contributories, or in the case of supervision the contributories and the creditors, and that the manifest intention of the Act of 1890 is to exclude such liquidations from the operation of the Act and the statutory control of the Board of Trade. I do not think that these arguments should prevail. The words of the section contain no such limitation. Section after section of the Act is limited expressly to companies being wound up by the court. Section 15 is not so limited, and I have come to the conclusion that it is intentionally not so limited, and that the omission of the limitation is not *per incuriam*. Some argument was sought to be based upon section 31, sub-section 2, but that sub-section only seems to me to define what is meant by winding up "by order of the court," and it does not say that the Act shall not apply to any other winding up.—COUNSEL, *Sir Charles Russell, A.G.*, *Ingie Joyce*, and *Reginald Smith; J. H. Boone; Bateman Napier.* SOLICITORS, *Solicitor for the Board of Trade; Alfred Slater; Leonard H. West, for Iveson & West, Hull.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

VESTRY OF ST. GILES, CAMBERWELL v. THE LONDON CEMETERY CO.—12th February.

METROPOLIS MANAGEMENT—NEW STREET—EXPENSE OF PAVING—LIABILITY TO CONTRIBUTE—OWNERS OF LAND ABUTTING ON NEW STREET—CONSECRATED LAND FORMING PART OF A CEMETERY—DEFINITION OF "OWNER"—LAND CAPABLE OF BEING LET AT A RACK-RENT—METROPOLIS MANAGEMENT

Acts, 1855 (18 & 19 Vict. c. 120), ss. 105, 250, and 1862 (25 & 26 Vict. c. 102), s. 77—6 & 7 Will. 4, c. cxxxvi.

The question in this case was whether the London Cemetery Co. were liable to pay an apportioned part of the expenses of paving a new street within the parish of St. Giles, Camberwell, in respect of land of the company, forming part of the Nunhead Cemetery, and consecrated for the burial of the dead, which abutted upon the new street. The company had refused to pay to the vestry a sum which had been duly apportioned as their share of the estimated expense of paving, and a metropolitan magistrate, before whom a complaint was preferred by the vestry, held that the company was not liable to pay the sum. The ground of the magistrate's decision was that owing to the fact of consecration and the restrictions placed by the Act 6 & 7 Will. 4, c. cxxxvi. upon the company's user of their land that land was placed *extra commercium*, and the company were not the owners of it within the meaning of section 250 of the Metropolis Management Act, 1855. That section defines "owner" to mean "the person for the time being receiving the rack-rent of the lands or premises in connection with which the said word is used . . . or who would so receive the same if such lands or premises were let at a rack-rent." By section 105 of the Metropolis Management Act, 1855, and section 77 of the Metropolis Management Act, 1862, the owners of houses forming a new street, and the owners of the land bounding or abutting on such street, are made liable to contribute to the expenses or estimated expenses of paving the same. The Act 6 & 7 Will. 4, c. cxxxvi. incorporated the company for the purpose of establishing and maintaining certain cemeteries, with power to purchase, hold, and sell lands for the use of their undertaking. By section 4 part of the cemeteries were to be set apart for the interment of the dead according to the rites of the Church of England, and might be consecrated for that purpose by the bishop, "and when so consecrated the same shall for ever thereafter be set apart and be used and applied exclusively for the purpose of Christian burial"; section 5 provides for setting apart a portion of the cemeteries for the burial of persons not members of the Church of England, such portion to be "for ever set apart and appropriated and exclusively used for the interment of the dead," and the company are empowered to sell the exclusive right of burial in any of their vaults and graves, either in perpetuity or for a limited period. On the part of the vestry it was contended that the company was formed to carry on business at a profit, and did, in fact, make profits out of the sale of graves in their cemetery; that their land was therefore not *extra commercium*, and that, as was done in rating cases, it was possible to take a hypothetical rent as the rack-rent at which the land might be let; it was not intended to exempt land used in a commercial undertaking from bearing a share of these expenses. On the other side, it was argued that this land was irrevocably dedicated for the purpose of Christian burial, and was incapable of ever being let at a rack-rent. The company were therefore not "owners" within the meaning of section 250 of the Metropolis Management Act, 1855. *Wright v. Ingle* (16 Q. B. D. 379), *Plumstead Board of Works v. British Land Co.* (L. R. 10 Q. B. 203), and *Angell v. Vestry of Paddington* (L. R. 3 Q. B. 714) were cited.

MATHEW, J.—I think our judgment here must be for the appellants. It is said that the respondents' land can only be used for one particular purpose, and that therefore the respondents are not owners within the meaning of section 250 of the Metropolis Management Act, 1855, and in support of that proposition some dicta of the Master of the Rolls in *Wright v. Ingle* were cited. The question in that case was whether the owners of a building which was used solely for the purpose of religious worship were chargeable with these expenses. The Lords Justices came to the conclusion that the building was a house within the meaning of section 105 of the Act of 1855, and that the owners were properly chargeable. In so holding they distinguished the case of a consecrated church of the Established Church of England, on the ground that consecration alters the status of a building, and that it can never again be used for a human habitation. But they did not say that any land which is devoted to a special purpose is exempt from bearing these charges. Here the land is partly consecrated and partly not, and is altogether devoted to the purposes of burial, and cannot, unless by the power of Parliament, be devoted to any other purpose. It is occupied by the company for the purposes of their undertaking, and it can be let or sold by them, subject to the provisions of the Act of Parliament. I think the company is in a position to let the whole or part of it at a rack-rent, and that they are owners within the meaning of section 250. There are dicta in the case of *Wright v. Ingle* which go beyond the decision in that case; the decision itself in no way governs the present case, but is quite distinct.

COLLINS, J.—I am of the same opinion. The question is whether this company is liable to pay paving rates as being an owner within the meaning of section 250 of the Metropolis Management Act, 1855. It is contended that they are not in receipt of the rack-rent of the land, and would not receive it if the land were let. *Wright v. Ingle* is relied on, but I think that case merely decides that a building used for religious purposes, but not a consecrated church of the Established Church, is not a house within the meaning of the Act. The Master of the Rolls makes some remarks as to the letting of lands, as distinguished from houses, at a rack-rent, but I do not think that they form part of the decision. In the present case the company have the fee simple in the land under their Act of Parliament, subject, certainly, to the restrictions laid down by the Act as to the user of the land for the purpose of burial. When they sell a vault or grave the lump sum which they receive may be equivalent to a rack-rent, but it is not exactly a rack-rent. I do not think that the language of the Master of the Rolls goes so far as to decide that land such as that in the present case is outside the Act. He was dealing with the same point as Lord Watson was dealing with in *Great Eastern Railway Co.*

v. Hackney Board of Works (8 App. Cas., at p. 693). Lord Watson says: "The person vested with the property of heritable subjects which have been placed *extra commercium*, or are subject in perpetuity to the burden of a public right which deprives him of their beneficial use, is not an owner of land within the meaning of the 77th section of the Act of 1862." That is the principle: the land must be *extra commercium*. But if profits are being received from it it is not *extra commercium*. I think it would be a very technical decision if we were to hold that, because the *radius* from the land is not strictly a rent, owners of the land are outside the definition. Further, I see nothing to prevent the company in this case letting their land at a rack-rent to another company or person, provided that its use as a burial ground be not altered. On these two grounds, therefore, I think the company is within the definition of owners. The land is *intra commercium*, and it is capable of being let at a rack-rent. Appeal allowed.—COUNSEL, Channell, Q.C., and Byron; Poland, Q.C., and Brozholms. SOLICITORS, Marden & Co.; A. E. Marshall.

[Reported by T. R. C. DILL, Barrister-at-Law.]

CROZAT v. BROGDEN AND OTHERS.

PRACTICE—COSTS—SECURITY—FOREIGN JUDGMENT—FOREIGNER SUING ON JUDGMENT—LIABILITY TO GIVE SECURITY FOR COSTS—R. S. O., LXV., 6.

Plaintiff's appeal from an order of Grantham, J., at chambers, affirming an order of a master, ordering the plaintiff to give further security for costs in the sum of £80, and that in the meantime all further proceedings in the action be stayed. The action was brought by the plaintiff, who was a foreigner, residing in France, to recover £1,162 upon a judgment of the Court of Appeal of Paris, and the present defendants were the executors of the original defendant, now deceased. The original action was brought in Paris, to recover from the defendant a sum equivalent to £825 and interest thereon from the month of January, 1894, to the date of payment, alleged by the plaintiff to be due as commission for the sale of gasworks. This claim came before the Court of First Instance, in Paris, and the court, after argument, and after the facts had been gone into by each party, held that the plaintiff's claim was proved, and gave judgment for the plaintiff for a sum equivalent to £825 13s. and interest thereon from the 11th of January, 1894. This judgment was confirmed by the Court of Appeal of Paris, also after hearing both parties. This judgment remained unsatisfied, and the plaintiff thereupon commenced the present action against the executors of the deceased defendant. The plaintiff took out a summons under order 14, but the defendants obtained leave to defend upon an affidavit, which alleged that the judgment in Paris had been obtained by fraud. The plaintiff paid £21 into court as security for costs. The defendants obtaining leave to defend, delivered a defence, in which they alleged that the judgment had been obtained by a fraudulent suppression of certain letters and by fraud, and they also counterclaimed for a certain sum. The plaintiff had paid the costs he was liable to pay for the proceedings under order 14, and the question now was whether he ought to be compelled to give further security for costs as being a foreigner resident abroad. The master held that the case came within the general principle that a foreigner resident abroad, suing as a plaintiff in this country ought to give security for costs, and that there were no special circumstances in favour of the plaintiff here to take the case out of this rule, and the learned judge was of the same opinion. The plaintiff appealed, and contended that, as the case had been fully heard in the French courts and judgment obtained there, he was in a different position from a foreigner suing in this country on a contract, and that the presumption, therefore, was in his favour, and the onus on the defendants to get rid of the judgment: *Re The Contract and Agency Corporation* (57 L. J. Ch. 5); *Ferguson v. Kootenay Smelting and Trading Syndicate* (36 SOLICITORS' JOURNAL, 461). The defendants contended that there were charges of fraud which were not before the French courts, and that there were no special circumstances to take the case out of the general rule as to a foreign plaintiff giving security.

MATHEW, J.—I am of opinion that this appeal must be allowed against the order increasing the security for costs, but we leave the original order where it was, and the reason why it appears to me that the appeal ought to be allowed, is that it is abundantly clear now that what is sought to be done by the defendants is to have a re-trial of the matter, and discuss over again points already decided by the French courts. The suggestion is that they may be able to find further evidence to that which was before the French courts, and in that way arrive at a different result. Every presumption is against them, and even these additional facts which have been brought to our attention and the alleged counterclaim were before the court, and decided by the court, and decided upon a ground which really precludes the attempt that is now made to say that a different state of facts ought to have been found by the French court. Under these circumstances I think we ought to act upon the analogy of the cases that have been cited, and say that there should be no order for further security for costs.

COLLINS, J.—I am of the same opinion. The argument for the respondents here goes the length of affirming that a person who sues on a judgment recovered in a French Court stands in no higher or better position than the foreigner who sues in respect of any contract or obligation incurred either in France or elsewhere, which has not been the subject of a judgment. Now, however low a foreign judgment is put, it cannot be put as low as that. It was at one time thought it was an absolute estoppel. It possibly may not go so far as that, but it is strong *prima facie* evidence in favour of the plaintiff as to all the points which are to be taken as having been before the French Courts. In this case we are not dealing with a judgment by default, but we are dealing with a judgment which was first obtained and was then the subject of a double appeal; and in the

discussion of that case all the points that are now urged for the consideration of the English Court were before the French Courts and were dealt with by the French Courts. Therefore it seems to me that the judgment recovered is *prima facie* proof that the defendants are wrong on all the points in this suit. That being so, although it is competent for them to defend in England, I do not think they are in a position to insist upon security for costs. Appeal allowed. Costs in the cause.—COUNSEL, *Crump, Q.C., and Atherley Jones; E. F. Spence.* SOLICITORS, *Nokes & Stammers; Tatham & Lousada.*

[Reported by Sir SHEPHERD BAKER, Bart., Barrister-at-Law.]

Solicitors' Cases.

SWYNY v. HARLAND—C. A. No. 1, 12th February.

SOLICITOR—UNDERTAKING—STAY OF EXECUTION PENDING APPEAL—UNDERTAKING TO REPAY COSTS IF APPEAL SUCCESSFUL—APPEAL ALLOWED BUT EXECUTION STAYED PENDING FURTHER APPEAL—ENFORCEMENT OF UNDERTAKING.

Application for an order that a solicitor should repay certain taxed costs in accordance with an undertaking given by him. An action having been tried before an official referee, and judgment entered for the plaintiff, the defendant applied to the Divisional Court to set aside the findings of the official referee and the judgment entered pursuant thereto. Pending the hearing of the application the defendant applied for a stay of execution, which the Divisional Court refused, but the Court of Appeal granted it upon the terms (*inter alia*) of the defendant paying the taxed costs to the plaintiff's solicitor upon his personal undertaking to repay them if the appeal should be successful. The solicitor accordingly, when the costs were taxed, gave his personal undertaking to repay the taxed costs, should the appeal pending be successful, and the costs were paid to him. The Divisional Court allowed the application and entered judgment for the defendant, but stayed execution pending an appeal to the Court of Appeal. The defendant thereupon applied to the Court of Appeal for an order that the solicitor should repay the taxed costs. It was stated on behalf of the solicitor that he only desired to obtain the opinion of the court as to the true meaning of the undertaking, and he wished to be guided by what the court thought was right; and it was contended on his behalf that the appeal was not successful within the meaning of the undertaking, because the Divisional Court had stayed execution pending an appeal to the Court of Appeal, thus showing that matters were intended to remain *in statu quo* until the appeal was decided.

THE COURT (LORD ESHER, M.R., LOPES and DAVEY, L.J.J.) granted the application.

LORD ESHER, M.R., said that in his opinion this was an undertaking given by the solicitor to the court. The solicitor could not have been compelled to give it, but he chose to give it, and the court could therefore enforce it in the usual way. There remained the question, What was the true meaning of the undertaking? It was clear that the undertaking applied to the appeal from the official referee to the Divisional Court. If that appeal were successful the solicitor undertook to repay the taxed costs. That appeal was successful, and it was none the less successful because the Divisional Court had granted a stay of execution pending an appeal to this court. The solicitor must, therefore, repay the taxed costs in accordance with his undertaking.

LOPES, L.J., concurred. The court frequently stayed execution upon the taxed costs being paid to the respondent's solicitor, upon his personal undertaking to repay them if the appeal should be successful. The undertaking was a voluntary act on the part of the solicitor. But he was an officer of the court, and if he gave the undertaking he gave it as an officer of the court, and it was the same as if it were given to the court itself. The party who succeeded on the appeal could apply to the court to commit the solicitor if he failed to comply with his undertaking. The defendant here merely applied for an order that the solicitor should repay the money. The appeal to the Divisional Court had succeeded, and none the less so because that court had granted a stay of execution pending an appeal to this court. The solicitor, therefore, must repay the money.

DAVEY, L.J., concurred. He had no doubt that, if a solicitor in a cause gave an undertaking in his character as solicitor, the court had power to enforce that undertaking in a summary manner. He knew of no distinction between an undertaking as to damages and an undertaking like the present one. The court would enforce the undertaking by ordering the solicitor to repay the taxed costs. That was the law as stated in *Archbold's Practice*, 14th ed., p. 119; *Re Hilliard* (2 Dow. & L. 919); and in *Re Woodfin & Wray* (30 W. R. 422) Hall, V.C., enforced in a summary manner an undertaking given by a solicitor in an action, not made directly to the court, but in a document signed by him out of court.

THE COURT did not make an order upon the solicitor for repayment of the taxed costs, Mr. Bigham, Q.C., stating that, now that the undertaking had been construed by the court, the solicitor would at once repay the amount.—COUNSEL, *Joseph Walton, Q.C.; Bigham, Q.C.* SOLICITORS, *Downing, Holman, & Co., for Sampson, Williamson, & Inglis, Liverpool, for the applicant; Day & Russell, for the solicitor.*

[Reported by W. F. BARRY, Barrister-at-Law.]

SKYMOUR v. TURNER—Thames County Court, 9th February.

RIGHT OF SOLICITORS' CLERKS (WHO ARE THEMSELVES DULY QUALIFIED AND ADMITTED SOLICITORS, AND IN THE PERMANENT AND EXCLUSIVE EMPLOYMENT OF THEIR PRINCIPALS) TO APPEAR AND ADDRESS THE COURT ON THE TRIAL OF A COUNTY COURT ACTION, ON BEHALF OF A PARTY TO THE ACTION,

FOR WHOM THEIR PRINCIPALS OR EMPLOYERS ARE THE SOLICITORS "ACTING GENERALLY"—COUNTY COURTS ACT, 1888, s. 72.

His Honour Judge SNAGGE, in giving judgment, said: In this case, which is an action brought to recover damages for trespass, or alleged trespass, on the plaintiff's land and fence, and in which the plaintiff also claims an injunction against the defendant, a question has arisen for my determination, which I am bound to deal with, which has arisen incidentally, and which is perhaps of much wider and of far-reaching importance than the mere merits of this particular case, inasmuch as it seems to touch the privileges of both branches of the profession. Neither of the parties to this action appears in person. The plaintiff in the action is represented at the trial by Mr. R. S. Wood, solicitor, of High Wycombe, who is admittedly the solicitor acting generally in the action for the plaintiff. The defendant is represented in this court at the trial by Mr. A. E. Addison, who is a solicitor of the Supreme Court. Mr. Addison is not the solicitor by whom, in the earlier stages of this action, the defendant has been represented before the court, inasmuch as it is admitted that certain notices have been served, and other introductory proceedings have been carried on, by his employers or principals, Messrs. Thomas Mallam & Co., a firm of solicitors in Oxford, a firm of high standing and considerable eminence. Now, in the course of the proceedings at the trial, Mr. Wood objects that Mr. Addison, being a clerk in the firm of the solicitors who acted for the defendant, he (Mr. Addison) has no right to address the court, and that I, as judge of the court, have no power legally to grant him leave to address the court on behalf of the defendant. Mr. Wood relies upon the provisions of the 72nd section of the County Courts Act, 1888, in support of the objection he has raised. Mr. Addison, on the other hand, relying upon the provisions of the same section of the Act, claims under that section the right of audience here as representing the defendant in this action. Now, it is admitted that Mr. Addison appears with the assent—not produced in writing, but with the assent—of his principals, Messrs. Mallam & Co., of Oxford; that he is in their permanent and exclusive employment; that he appears also with the assent of the defendant, and it is admitted, further, that he is a solicitor to the Supreme Court; that he takes out an annual certificate; and that he has signed the roll of this court as required by the County Court Rules. It is further admitted that no notices had before the trial reached the court that the defendant would be represented in court by a professional advocate, although certain notices, signed "Thomas Mallam & Co., solicitors for the defendant," had been served upon the plaintiff. Now, inasmuch as both Mr. Wood and Mr. Addison rely upon the provisions of the section of the Act, it is necessary to examine with great care the wording of the section in question. Section 72 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), is in these words:—"It shall be lawful for any party to an action or matter, or for a solicitor being a solicitor acting generally in the action or matter for such party, but not a solicitor retained as an advocate by such first-mentioned solicitor, or for a barrister retained by, or on behalf of, any party on either side, but without any right of exclusive audience, or by leave of the judge for any other person allowed by the judge to appear instead of any party, to address the court, but subject to such regulations as the judge may from time to time prescribe for the orderly transaction of the business of the court, the right of a solicitor to address the court shall not be excluded by reason only that he is in the permanent and exclusive employment of any other solicitor." I do not think the remainder of the section is material to the point which is in question here. Now, it seems to me that looking carefully at the wording of that section, the persons whom the statute contemplates as appearing to represent parties in court may be divided into three categories. First, those who have a right to appear to address the court, and to claim audience whether with or without the leave of the court. They have a statutory right to address the court. Secondly, those, who, whether with or without leave, have no right to address the court, as long as they appear in a certain capacity; and thirdly, those whom the judge of the court may allow to appear instead of any party. Perhaps I had better take the very words of the statute. It places in the first category, "any party to an action or matter or a solicitor being a solicitor acting generally in the action." It places in the second category those who with or without leave have no right of audience, *vis.*, "A solicitor retained as an advocate by such first mentioned solicitor." It places in the third category "Any other person allowed by the judge to appear instead of any party, to address the court." The question then is to which of these three categories does Mr. Addison belong? I understand Mr. Wood to contend that he belongs to category number two, that he is in fact a solicitor retained as an advocate by the solicitor or the firm of solicitors, Messrs. Mallam & Co., who are the solicitors acting generally in the action. I understand Mr. Addison to contend that he does not belong to category number two, but that he is entitled to audience as being so in right of his position as a solicitor of the Supreme Court, and, as I hardly know how to describe it—as representing by some process of agency the firm in which he is a clerk, in whose permanent and exclusive employment he is. He relies upon the words of the section which runs thus:—"The right of a solicitor shall not be excluded by reason only that he is in the permanent and exclusive employment of any other solicitor." But he must first show that he has such a right. Let us take these categories separately. Is Mr. Addison "acting generally" in the action? He is admittedly in the employment of the solicitors, by whom the notices were signed at the earlier stages of this action, and there was nothing up to the moment he appeared in court here to shew either to the court or to the other side that any solicitor other than Messrs. Mallam & Co. would appear here in the trial of the action. I am not able, therefore, under these circumstances, to find that Mr. Addison is the solicitor acting generally in the action for the defendant, and that is a question which is eminently

for me, as the judge, to determine. That point is covered by authority. It is not the first time a question similar to this has been raised for judicial determination. As far back as 1868 a similar question came before the Court of Common Pleas. I am reading now from the judgment of Bovill, C.J. (*Bookham v. Potter, Ex parte Rogers* (L. R. 3 C. P., at p. 490)): "I think it right to say that in my opinion there is nothing in the fact of a gentleman being clerk to another to prevent his being heard as the attorney in the cause. He must, however, satisfy the requirement of the statute by shewing that he is the attorney acting generally in the cause. Who is to determine whether or not the attorney is acting generally in the action? The judge before whom the party appears has the best means of determining that question." Again, in the same case, Montague Smith, J., says:—"The only attorney who is entitled to be heard in the County Court is the attorney acting generally in the action for the party. The judge is bound to determine that question. If he was acting as attorney generally in the action, the fact of his being clerk to another attorney would not preclude his right to be heard." I am obliged to find as a fact, until something is produced to the contrary, which up to the present moment has not been produced, that the solicitors acting generally in this action are the solicitors who hold themselves out so to be; the solicitors who served the notices in the action; and therefore that they, and not Mr. Addison, are the solicitors acting generally in the action for the defendant. Now there is very excellent reason for the limitation which is so imposed by that section of the statute. I do not care to put it in my own words, but I will give it in the words used by Lord Cairns, when a similar, not precisely the same question, was raised before the Court of Appeal in 1867, turning upon the right of a solicitor's clerk, who was himself a duly admitted solicitor, to address the old Court of Bankruptcy as it existed under the Act of 1861. Lord Cairns said in his judgment (*Ex parte Broadhouse, Re Broadhouse*, L. R. 2 Ch., at p. 55):—"The 212th clause of the Bankruptcy Act, 1861, provides that every solicitor of the High Court of Chancery, now or hereafter admitted as a solicitor of the Court of Bankruptcy, may practise as such solicitor in the said court, or any district court, and as to all matters before the commissioners, or in chambers, may appear or plead without being required to employ counsel. That section, in my opinion, did nothing more than this, it absolved the solicitor from the necessity of appearing by counsel, and authorized him to appear in his own person, but did not, in any way, alter the ordinary character in which alone a solicitor is entitled to appear in any court—viz., as the solicitor of a particular client. His appearing in that character is the condition of his being heard, and for obvious reasons. The main object of allowing and favouring the appearance of a solicitor as representing another person is, that the court should have before it a person, who, on the one hand is under an obligation to the court, because he is one of its officers, and on the other hand, is under an obligation to the suitor because he is in privity with him, and is the actual person who represents him. Unless that chain of connection is maintained and kept complete, the object of allowing solicitors to appear on behalf of other parties is entirely defeated. I think, therefore, that so long as Mr. Dale claimed to be heard, not as a solicitor of Mr. Broadhouse, but as the clerk of Messrs. Duignan & Lewis, who were the solicitors of Mr. Broadhouse, the commissioner was justified in refusing to hear him. I think there is no foundation for the argument that Mr. Dale had a right to be heard on the ground that he was doing agency business. He was the agent of Messrs. Duignan & Lewis in one sense—in the legal sense in which a servant is the agent of his master, or a clerk is the agent of his employers, but not in the technical sense in which that term is used when solicitors are said to do agency business." Following Lord Cairns, Rolfe, L.J., referring to the same section, said:—"I think that the question chiefly depends on the 212th section of the Act of 1861, the effect of which is not, I think, varied by the Orders of 1861, or, rather, the 28th of the orders of the 19th of October, 1852, therein referred to. That section, in effect, provides that the solicitor who is entitled to practise as a solicitor in the Court of Bankruptcy, and who does practise as such solicitor, is entitled to appear and to plead. Is it a reasonable construction of language to say that the clerk of a solicitor is practising as such solicitor in the Court of Bankruptcy? I think it is not, and I think it was not intended that he should be entitled to appear and plead. Then it is said that the practice as to agents will allow the clerk of a solicitor, being himself a solicitor, to appear and act as an agent. I think that this argument also cannot be maintained. It is not necessary at all to determine whether there is any objection to a solicitor employing another solicitor in the same town or city, say London, for instance, to appear as his agent in common law matters or bankruptcy matters. There can be no doubt at all that either one solicitor may employ any other such agent, although in the same town, or they may be both on the record, and may appear as joint solicitors, but that does not apply to an individual only retained and employed, but not placed on the record, nor named in the proceedings and does not constitute him agent in the technical sense which is well known in the profession. I think, therefore, that it is impossible to justify that which is insisted on by Messrs. Duignan & Lewis, and by Mr. Dale, their clerk, as to the right of Mr. Dale to appear to be heard in court." Now these authorities appear to me to cover the whole ground on that particular point, and to dispose of the contention that Mr. Addison as a clerk in the permanent employment of Messrs. Mallam & Co. has a right to claim audience either as a solicitor acting generally in the action or as agent for his principals. Nor do I see how that position is modified by the wording of the section upon which he relies. "The right of the solicitor to address the court shall not be excluded by reason of his being in the permanent employment of other solicitors." These are the new words of the 1888 Act, and were not in the County Courts Act before 1888. The matter which these words made clear was in some doubt, and had been the subject of judicial determination, and the

meaning of these words as judicially determined, and as I interpret the statute, is simply that if a solicitor who happens to be in the permanent and exclusive employment of any other solicitor, has also clients of his own, he is not to be debarred from all the privileges which the previous part of the section gives to a solicitor who is representing his own clients and acting generally for them in the action; in other words, that the mere fact that he happens to fulfil the highly honourable position of trusted clerk of a firm does not debar him from practising on his own account, and in that capacity acting as advocate as well. Having already found that Mr. Addison is not the solicitor acting generally in the action, these new words in the 72nd section do not in any way for the purposes of this case confer upon him any right of audience. But Mr. Wood goes farther, and says that Mr. Addison is simply retained as an advocate by the solicitors who act generally in the action for the defendant here; that he is an advocate, in fact retained by them, and that consequently I have no right whatever, or power, to grant him audience under any circumstances in this court during the trial of this particular case, save as a witness. Now, the prohibiting words of this section are very strong. It runs thus:—"It shall be lawful" for so and so to address the court, "but not," i.e., "it shall not be lawful," for a solicitor retained as an advocate for another solicitor. If then I find Mr. Addison is "retained as an advocate" by Messrs. Mallam & Co., I have no right to give him permission to do an unlawful act. I have to interpret these words, and I do it by endeavouring to consider what is the particular mischief which this section of the Act was aimed at, what was the particular thing it was intended to prevent. I have no doubt whatever about the intention of the statute. It was to protect the privileges of the bar. The intention was that there should not be a new profession allowed to creep up in the courts of justice, whether in the county courts or otherwise; a profession of what one might call cheap advocacy, which would claim all the privileges of counsel without the responsibilities of counsel, and without being trammelled by the very strict rules of the unwritten code of etiquette which very properly governs the bar in the interest of the bar and of the public as well. This is the mischief which the Act was intended to prevent. It was intended to prohibit the plying of a new calling as advocates by persons not members of the bar, in the absence of members of the bar, who, by the unwritten code of their profession, do not attend County Courts regularly; whether that is wise or not is not for me to say, but the fact is they do not come, except upon occasions when they are specially instructed and briefed—to prevent the substitution of irresponsible and possibly incompetent men to the detriment of the privileges which undoubtedly belong to members of the bar. Does Mr. Addison come under that category? Is he retained by Messrs. Mallam & Co. as an advocate for the purpose of this case? Is he an advocate attending the Court waiting for clients, or retained especially for the purpose of this case? I find as a fact that Mr. Addison is not so retained as an advocate. There is nothing whatever to show that he is retained for this matter; he is here as one of their clerks, and to a certain extent as their agent appears here in this court, and that is his capacity, therefore I hold that whilst he does not come under category number one, as "a solicitor appearing generally for the party," neither does he belong to category number two. He is not here "retained as an advocate" by the solicitors who are acting for the defendants in the action. Therefore he is not excluded, for whilst on the one hand he cannot claim audience and address the court as a right on behalf of the defendant, so on the other hand he is not excluded, in other words I am not prohibited from giving him leave to appear, since he comes under the words of the section "any other persons." It would be strange indeed if I have statutory power to grant audience to any clerk who was not a solicitor coming from the office of Messrs. Mallam, but no power to grant precisely the same leave to any clerk who happens to be a solicitor, and highly trained, from the very same office. That would mean that the circumstance which is for me and the court a guarantee of perfect efficiency and thorough competency and allegiance to the court and to its rules should be his disqualification. I cannot put that construction upon the prohibition in this Act, and I cannot ignore the power which I believe I am entitled to exercise, of allowing Mr. Addison to appear for the defendant in this action. He is a person other than the "solicitor acting generally," and other than a "solicitor retained as an advocate." He is a person other than a barrister retained to be so on behalf of the defendant. I, therefore, have the power to grant him leave. I do not, however, understand him to claim audience by leave of the court, but to claim it as a right. I am bound then to regretfully refuse it. I say regretfully, because I have had experience of Mr. Addison's advocacy for some years, and he is a gentleman in every way competent to assist the court. I am, therefore, sorry to be obliged to say that as long as he is not appearing for individual clients, but as a clerk of a firm, he can only address the court by leave of the court first obtained. That rule is one of easy application. I really do not know what the general rule among the county court judges may be upon the subject. Perhaps I may be instrumental in bringing it to the knowledge of my brethren of the county court bench, in order that such a rule may be established, whether upon the lines I have laid down or upon others which may possibly be more correct. If I am wrong in my view, I suppose some means will be found of setting me right; therefore all I have to say further upon the point is that, if Mr. Addison asks for leave to be allowed to appear instead of the defendant to address the court, I have great pleasure in availing myself of his assistance and in granting it.

Mr. Addison: I should like to say personally I am very much indebted to your Honour for your kindness, and I think all solicitors are indebted to your Honour also, because it is the first decisive ruling given on this particular section of the Act. I understand from the secretary of the Incorporated Law Society that they are particularly anxious that a final decision should be given, and, if possible, it should be taken to a higher

court. I should like to claim to appear here as a solicitor in the matter—in other words, I should like to raise the contention further, in order that I may be denied audience, and if the society should think fit to take it to a higher court, they can do so.

His Honour: I will do everything to facilitate its being taken to a higher court. I should like the facts made clear on this point: I suppose Messrs. Mallam & Co. are the solicitors to the defendant.

Mr. Addison: There is no doubt about that.

His Honour: You claim to appear here as representing Messrs. Mallam & Co., and you also claim your right as a solicitor who has taken out his certificate from the Supreme Court.

Mr. Addison: I admit that they are the solicitors, and I appear on their behalf. I do not wish to question your Honour's judgment; it is merely with a view that the profession should have the matter decided. I claim it as a right in the first instance merely technically, but I now ask leave without prejudice to appear on behalf of the defendant.

His Honour: Which I grant with the greatest possible pleasure.

The case was then proceeded with.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLL.

Feb. 10.—ALFRED LESLIE (22, Great Marlborough-street, London).

SOLICITOR ORDERED TO BE SUSPENDED FOR A YEAR.

Feb. 10.—CHARLES H. STANILAND (Dartmouth-chambers, Gray's-inn-road, London).

LAW SOCIETIES.

THE LAW GUARANTEE AND TRUST SOCIETY (LIMITED).

The sixth annual general meeting of this society was held at the offices, 49, Chancery-lane, London, on Wednesday last, WILLIAM WILLIAMS, Esq., in the chair.

The CHAIRMAN said: I think we may congratulate ourselves that we are able to meet you with a satisfactory report. We have gone through, as you all know, a very severe crisis in the commercial world, and it is satisfactory to the directors, as I hope it will be to the shareholders, to find that we have not sustained any very serious damage during that crisis. You will see that the whole of our risks in connection with the bank deposit business did not exceed £153,000. Up to the time of the stoppage of the Australian banks that business had always been regarded as being safe business. Nobody supposed any of these Australian banks could possibly fail, and no doubt many gentlemen here present must know that it had become a very favourite form of investment. I know of many clients of mine, men of high financial standing, who had deposited very large sums in those banks, which they regarded as a very safe form of investment, because they got their interest at a very considerable excess over the ordinary rate of interest they could get in England, and it was paid with the greatest possible punctuality. We had, therefore, entered into that business, as many other similar institutions had done, with the confident expectation we should sustain no loss, and we have not sustained any considerable loss by it. You will find from the accounts we have put before you to-day, and from our report, that the whole of our liabilities with respect to these banks outstanding on the 31st of December, 1893, did not exceed £153,000. On the banks which have not suspended payment there is £60,573, and those banks are banks of the highest possible standing. Several of them are banks of the highest standing in London, and some of them are Australian banks, but none of those have suspended payment, nor is it at all likely that they ever will suspend payment. Then, with regard to those banks that have suspended payment and which have been reconstructed, and on which no loss is anticipated, our liability amounts to £75,575. With respect to those banks our average risk does not exceed £7,000, and for that we have made a most ample reserve, as you will find that in our balance-sheet we have reserved for general purposes a sum of £40,000. With regard to those banks which are actually in liquidation, and on which the deposits have not yet been taken over, a sum of £16,704 is the amount of our liability. With reference to that we have provided in our reserve for claims in suspense and rebates 40 per cent., which we think will cover all the loss we may possibly sustain with reference to the £16,000. We cannot estimate exactly the loss we may sustain with respect to those deposits, but you will see from the report we state we have written them down by 40 per cent., which we think will be an abundant provision for any loss we may sustain on those liabilities. I think, therefore, I may pass from that item in the account. There have been, as probably most of you have heard, rumours that we have been mixed up with the Jarvis Conklin Mortgage Trust Co. We were only, as you know, concerned in that company in this way, that we were trustees for the debenture-holders. We did not guarantee a single debenture, and, therefore, shall not sustain any loss, but shall only make a profit in connection with that particular company. Our reserve for claims in suspense now stands at £12,450, which is after payment of all claims and rebates for which provision was made in the past year. It will be seen from the accounts of our revenue that our premiums and commissions during the past year have amounted to £50,429. We thought it right to effect reassurances where our liability went beyond what we thought we ought to hold, and we paid away £9,207 for reassurances, leaving a net income of £41,221. You will see from our previous reports that we have been steadily increasing our business. You will find that in the report which was presented to the shareholders for the year ending the 19th of May, 1891, our net premiums then amounted only to £19,000. For the year

ending the 15th of May, 1892, our premiums amounted to only £31,000. Now you will see our net premiums amount to £41,000, and that notwithstanding the losses we have sustained, which, of course, we must expect to do, because the existence of this society depends on guarantees, and we do not pretend we can carry on a business of this description without sustaining losses. We do not deal with what are called in the City "gilt-edged" securities. They do not come to be guaranteed, and therefore while we receive premiums on one side for guaranteeing we must expect to sustain loss on the other in making payments; but our losses have not been considerable, and the result is that, notwithstanding all the difficulties we have had to go through and all the provisions we have made, which I hope are abundant for the purpose of meeting any liabilities incurred, there is still sufficient balance to enable us to pay you a dividend of four per cent. and carry over to the reserve fund £2,500 (making that fund £40,000) for unexpired risks and also for claims in suspense and rebates, including those claims in respect to the banks in liquidations, a sum of £12,540. I hope that the report therefore may be considered satisfactory, and I will therefore move, with your permission, that the report be received and adopted, and that the dividend which we recommend should be paid.

SIR HENRY WATSON PARKER: I beg to second that.

The chairman put the motion: "That the directors' report and the accounts for the year ending the 31st of December, 1893, be received, adopted, and entered on the minutes and the dividend paid," and it was carried unanimously.

Mr. BRISTOW moved the re-election of the following directors:—Messrs. William Williams, Benjamin Greene Lake, Henry Leigh Pemberton, Richard Pennington, Thomas Rawle, and Henry Roscoe.

Mr. BLANDY (Reading): I shall be happy to second that. I have had the pleasure of knowing these gentlemen who are on the council, and we all know them as members of that council, and we are very glad to see these gentlemen round the board. They have the confidence of the general body of solicitors, and assuming for the nonce, though it does not follow, that most of the gentlemen present are in our learned profession, and though there may be outsiders, they will know the confidence placed in them by the profession in taking care of our general interests, and I am sure they will take care of our special interests in this society.

The resolution was put to the meeting and carried unanimously.

Mr. LAKE proposed that "Messrs. Deloitte, Dever, Griffiths, & Co. be re-elected auditors for the ensuing year at a remuneration of fifty guineas," and the motion was seconded by Mr. N. O. ATTREE, and carried unanimously.

SIR GEORGE OSBORNE MORGAN: Sir, before we part will you allow me to propose a hearty vote of thanks to you for your conduct in the chair, to which, if you will allow me, I will add the names of your brother directors for the manner in which you have steered us through a severe crisis. Anybody can guide a ship in fine weather, but it takes a good pilot to steer her through such a storm as we have encountered. However, having weathered the storm, I trust we may look forward, not only to a sound position for the present, but to a very considerable improvement in our prospects for the future, and for that, gentlemen, I think we have to thank our manager. I hope I may be allowed to add the name of our manager also. He is most ready to give every information to every shareholder. Without further preface I will ask you to pass a hearty vote of thanks to the chairman and directors, and to the manager.

The resolution was carried with acclamation.

The CHAIRMAN: Gentlemen, on behalf of myself and my colleagues I beg to tender you my most hearty thanks for the vote of thanks you have just passed. No doubt we have had great difficulties to encounter during the past year, and it has been a very great anxiety to us; but it has happily resulted, as you will see from our report, in no very serious damage to our shareholders, and I hope, not to the prestige of the society of which we are directors. We have been greatly indebted to Mr. Ronald for the great care and the great skill which he has shown throughout the whole of this crisis, and I am very much obliged to Sir Osborne Morgan and the shareholders here present for associating Mr. Ronald's name with the directors in the vote of thanks that has just been passed. Gentlemen, my friend, Sir Henry Parker, will now take my place. I resign the chair to-day, because that forms part of the constitution of our society—or, at least, the internal regulations amongst the officers—that the chairman should only remain for two years. I have served the office for two years, and I am very glad to be relieved from the duties, for they have been very arduous during the past year, and my friend, Sir Henry Parker, will meet you, I hope, next year with even a better report than I have been able to render to you to-day.

NORFOLK AND NORWICH INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee:—

Members.—The society was incorporated on the 30th of August, 1892, and there are now seventy-four members, of whom two are life members. The number of barristers and others, not being members, who subscribe to the library, is sixteen, of whom one is a life member. The number of members of the society who are also members of the Incorporated Law Society of the United Kingdom is fifty-four.

Land Transfer Bill.—The committee has communicated from time to time with every solicitor in the district in relation to the working of the Land Transfer Acts now on the statute book, and the probable effect of the Land Transfer Bill recently before Parliament; and drew up a report based upon the result of these communications. Members have already been supplied with copies of this report, and it is printed in the appendix to "Observations on the Land Transfer Bill, 1893," prepared by the Land Transfer Committee of the head society. These observations were sub-

mitted in due course to the Lord Chancellor, and have been circulated amongst all the members of the society. At the request of the committee, the secretary arranged for memorials pointing out some objections to the compulsory clauses of this Bill, to be signed by the solicitors practising in the different constituencies of Norfolk and Norwich, and forwarded copies thereof to the several Members of Parliament representing the same.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst. Mr. John Henry Kays in the chair. The other directors present were Messrs. W. F. Blandy (Reading), W. Beriah Brook, H. Morten Cotton, Robert Cunliffe, William Geare, Augustus Helder (Whitehaven), John Hunter, F. Rowley Parker, Richard Pidcock (Woolwich), Sidney Smith, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £404 was distributed in grants of relief, six new members were admitted to the association, and other general business was transacted.

UNITED LAW SOCIETY.

Feb. 12.—Mr. Arthur Gilbert in the chair.—Mr. C. Willoughby-Williams moved: "That this house disapproves of the proposed institution of a court of appeal for criminal cases." Mr. W. F. Symonds opposed, and after Dr. C. Herbert Smith, A. W. Marks, C. Kains-Jackson, and A. M. Begg had addressed the meeting the motion was put to the house and lost by five votes.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 13.—Mr. W. R. Kinipple in the chair.—The subject for debate was: "That the cases of *Monson v. Madame Tussaud* and *Monson v. Louis Tussaud* (see Times L. R., vol. X., 199) were wrongly decided." The following cases were referred to:—*Baylis v. Lawrence* (11 A. & E. 920), *Bonnard v. Perryman* (1891, 2 Ch. 269), *Coulson v. Coulson* (3 Times L. R. 846), *Parminster v. Coupland* (6 M. & W. 105), *Capital and Counties Bank v. Henty*. Mr. J. S. Wilkinson opened, and Mr. Welby seconded, in the affirmative; Mr. H. E. Miller opened in the negative. The following members also spoke:—Messrs. E. A. Bell, Alder, F. Anderson, Bower, Neville, Tebbutt, J. C. Gordon, Herbert Smith. Mr. Wilkinson having replied, the chairman summed up, and the motion was lost by 2 votes. The subject for debate at the next meeting of the society, on Tuesday, February 20, is: "That the case of *Re Sheward* (1893, 3 Ch. 507) was wrongly decided."

THE TIME OF COMMENCEMENT OF ACTS OF PARLIAMENT.

THE honorary secretary of the Bar Committee (Mr. S. H. Loftus) recently made the following communication to the permanent secretary of the Lord Chancellor:—

"I am directed by my committee to ask you to call the attention of the Lord Chancellor to the inconvenience which at present arises from Acts of Parliament coming into operation forthwith on receiving the Royal Assent. There is no mode in which the public can inform themselves of the terms of an Act until the same has been printed by the Queen's printers. This necessarily involves delay, and meanwhile the public remain in ignorance of the law. For instance, in the case of the Voluntary Conveyances Act, 1893, which came into operation on receiving the Royal Assent on the 29th of June, 1893, five instances have been reported to my committee where considerable difficulty and trouble arose in consequence of the want of, and the impossibility of, obtaining information as to the alteration in the law.

"My committee think that, at all events in the case of Acts of Parliament affecting the law with which legal practitioners have more especially to deal, the operation of the Acts should be postponed for a period sufficient for the public to be informed of their purport."

To this communication the following answer was received by the honorary secretary of the Bar Committee from the Lord Chancellor:—

"House of Lords, Feb. 6.

"Sir,—With reference to your letter of the 26th ult., calling the attention of the Lord Chancellor to inconvenience arising from Acts of Parliament coming into operation forthwith upon receiving the Royal Assent, I am directed by his lordship to say that he sympathizes with the view of the Bar Committee, and will be glad, as far as he has opportunity, or whenever his attention is called to a Bill from which such provision is absent, to see that Bills shall contain clauses allowing adequate time before they come into operation.

"The point, however, is not one which can be dealt with by any general rule, but must be considered with reference to each Bill as it arises.

"I am, Sir, your obedient servant,

"K. MUIR MACKENZIE.

"S. H. Loftus, Esq."

Mr. Gully, Q.C., Mr. Renshaw, Q.C., Sir Howard Elphinstone, Bart., Mr. English Harrison, Mr. Ingle Joyce, and Mr. J. F. P. Rawlinson have been appointed by the Bar Committee to consider whether anything and what is necessary or expedient to be done with a view to the improvement of the *Law Reports* and the representation of the bar upon the Council of Law Reporting, so as to remove all grounds of complaint in reference to the present management.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Thursday, the 9th day of February, 1894.
I, FARRER, Baron Herschell, Lord High Chancellor of Great Britain, do hereby transfer the action of "George Llewellyn Davies v. R. Bolton & Co. (Limited)" (1893 D. 2,220), from the Honourable Mr. Justice Stirling to the Honourable Mr. Justice Vaughan Williams.

HERSCHELL, C.

LEGAL NEWS.

APPOINTMENTS.

Mr. HENRY JOHN HOOD, who has been appointed Registrar in the Winding up of Companies, was born in 1845; was educated at Brasenose College, Oxford, and was called to the bar in 1870. He has practised as a conveyancer and equity draftsman, and is the joint author of *Hood and Challis on the Conveyancing and Settled Land Acts*.

Mr. JOHN TAYLOR, solicitor, Ashton-under-Lyne, has been appointed a Commissioner for Oaths. Mr. Taylor was admitted in February, 1886.

Mr. RICHARD WALTER TWEEDIE, solicitor, 5, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Tweedie was admitted in Hilary, 1856.

Mr. JOHN DANIEL VALLANCE, solicitor, 20, Essex-street, Strand, has been appointed a Commissioner for Oaths. Mr. Vallance was admitted in December, 1884.

Mr. THOMAS WILSON, solicitor, Wigan, has been appointed a Commissioner for Oaths. Mr. Wilson was admitted in July, 1887.

Mr. CLARENCE HERBERT WIMSHURST, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Wimshurst was admitted in November, 1881.

Mr. HARRY WILSON, 7, Bow-street, Covent-garden, W.C., has been appointed a Commissioner for Oaths. Mr. Wilson was admitted in November, 1886.

Mr. HENRY L'ANSON WARD, solicitor, 24, John-street, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Ward was admitted in November, 1882.

Mr. JOSEPH BROOKE WARD, solicitor, 21, Copthall-avenue, E.C., has been appointed a Commissioner for Oaths. Mr. Ward was admitted in August, 1886.

Mr. GEORGE AUGUSTUS WESTON, solicitor, Kidderminster, has been appointed a Commissioner for Oaths. Mr. Weston was admitted in December, 1887.

Mr. FREDERICK ARTHUR WARREN, solicitor, 149, Conningham-road, Uxbridge-road, W., has been appointed a Commissioner for Oaths. Mr. Warren was admitted in November, 1887.

Mr. THOMAS HENRY WHITELEY, solicitor, Nantwich, has been appointed a Commissioner for Oaths. Mr. Whiteley was admitted in April, 1885.

Mr. JAMES PERCY CHADWICK, solicitor, 67, Tooley-street, E.C., has been appointed a Commissioner for Oaths. Mr. Chadwick was admitted in June, 1886.

Mr. CECIL ROBERT MAINWARING CLAPP, M.A., LL.M. Camb., solicitor, Exeter, has been appointed a Commissioner for Oaths. Mr. Clapp was admitted in December, 1885.

Mr. JOHN HENRY CROW, solicitor, Arundel-street, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Crow was admitted in October, 1887.

Mr. WM. FREDERICK COOPER, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Cooper was admitted in January, 1884.

Mr. EDWARD PERCY DALTON, solicitor, Lincoln, has been appointed a Commissioner for Oaths. Mr. Dalton was admitted in July, 1877. He is clerk and registrar to the Lincoln Burial Board, and clerk to the trustees of St. Mark's Charities.

Mr. WILLIAM DAWSON, jun., M.A. Oxon., solicitor, 5, New inn, W.C., has been appointed a Commissioner for Oaths. Mr. Dawson was admitted in July, 1885.

Mr. JOHN FREDERICK EDELL, solicitor, 4, King-street, Cheapside, has been appointed a Commissioner for Oaths. Mr. Edell was admitted in April, 1887.

Mr. THOMAS WILLIAM STAPLES FIRTH, solicitor, 77, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Firth was admitted in October, 1887.

Mr. GEORGE FURNISS, solicitor, Bradford, has been appointed a Commissioner for Oaths. Mr. Furniss was admitted in November, 1887.

Mr. THOMAS DONSON FENWICK, solicitor, Newcastle-upon-Tyne, has been appointed a Commissioner for Oaths. Mr. Fenwick was admitted in June, 1886. He is a notary public.

Mr. THOMAS EDWARD AUDEN, solicitor, Burton-on-Trent, has been appointed a Commissioner for Oaths. Mr. Auden was admitted in July, 1887.

Mr. HAROLD AGNEW, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Agnew was admitted in October, 1887.

GENERAL.

Circuit, says the *Pall Mall Gazette*, has produced one notable invention, an infallible recipe for waking a sleeping judge who is wanted to take a note. Counsel asks his witness a very leading question; the learned gentleman on the other side promptly objects, a wrangle ensues, and his lordship has to interfere. The beauty of this method is that either side can employ it at a moment's notice, its defect is that it requires a witness to be giving evidence. One circuit claims the honour of discovery.

Judge Magruder, says the *Albany Law Journal*, at the banquet given by the Chicago Bar Association to the Supreme Court judges, said that "legal reform was to be found in the one word 'brevity.' Simpler and briefer pleadings; more concise examination of witnesses; more compactness of argument; quicker methods of final review and decision; less copiousness of judicial opinion upon thoroughly settled points, and less expense attending litigation, are the ends sought by the law reformer and demanded by the times. They are all encompassed by that one short word 'brevity.'"

The *Daily Telegraph* says that more of the property of "the Ancients and Commons of Clements Inn" was to come under the hammer on Thursday, when Messrs. Robinson & Fisher were to put up for sale a number of pictures which once adorned the Hall of this old-time institution. In addition to portraits by unknown artists of such distinguished lawyers and members of the society as Lord Coventry, Sir Thomas Bury, Sir Randolph Carew, Sir John Powell, Sir Edward Coke, and Sir Matthew Hale, the lots include an interesting relic in the shape of a silver-headed mace, presented to J. Blackwell by the members of the Inn, and a resolution engrossed upon parchment exactly 100 years ago.

The *Daily News* says that a conference of barristers has been held in Paris to decide a grave question with regard to divorce. The Minister of Justice, who was represented by Maitre de Baraudian, asked whether in counsel's opinion a refusal by one of the parties to a marriage to proceed to a religious celebration of it is, in the eye of the law, "a grave offence," sufficient to enable the second party to obtain a divorce. In a very large proportion of cases in France, the civil marriage before the mayor, which is the only one legally binding, is also the only one performed. A marked difference of opinion was expressed by the lawyers consulted, but eventually, by a small majority, they decided in effect that should either party insist on the religious celebration, and be met with a refusal by the other, there would be good ground for a divorce.

The incomes of the learned professions in the City of New York are, says the *Albany Law Journal*, the theme of a recent article contributed by Mr. J. H. Browne to *Harper's Magazine*. Mr. Browne says: "The two most lucrative callings are generally conceded to be, the world over, and in New York conspicuously, the law and banking. Accounts of the golden rewards of lawyers and bankers so constantly assail our ears that we might readily regret that we had not selected one or the other as our vocation. But such accounts are deceptions. Law is remarkably uncertain. Hundreds of young men study it who are never admitted to the bar; and of hundreds admitted not more than one-tenth of them practise. Of those who practice, a large majority get so very scant a livelihood that they are continually driven to other occupations to make both ends meet. New York is to-day full of half-starving lawyers, while the air is ringing with a score of names, coupled with munificent incomes. How happy would the mass of them be if they could be sure, in the accepted sense, of their bread and butter."

The *Standard* says that Sir James Bacon, the last of the Vice-Chancellors, gave an "At Home," in commemoration of his having attained his 96th birthday, at his residence in Kensington-gardens-terrace on Tuesday evening. The interesting event actually occurred on Sunday, when at a dinner party of his relatives and friends the health of the ex-Vice-Chancellor was drunk, and fervent hopes were expressed that, notwithstanding his great age, many more years of health and happiness were in store for him. Sir James took particular interest in the assemblage of his children, grandchildren, and great grandchildren, who, grouping around him, formed a pleasing picture. His son, the county court judge, was assiduous in his attention to his father's guests, including amongst them the Lord Chancellor, Lord Halsbury, many of the judges of the Queen's Bench, and most of the judges and officials connected with the Chancery Division. Sir James, who was suffering from a slight cold, but otherwise was in the best of health, appeared to be highly delighted with this gathering of his many friends. Amongst the congratulatory telegrams that were received was one from Lord Esher, excusing his attendance as follows:—"I am only allowed to go out for work and not for pleasure."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, Feb.	Mr. Jackson	Mr. Lavin	Mr. Rolt
Tuesday	Clowes	Carrington	Farmer
Wednesday	Jackson	Lavin	Rolt
Thursday	Clowes	Carrington	Farmer
Friday	Jackson	Lavin	Rolt
Saturday	Clowes	Carrington	Farmer

	Mr. Justice STIRLING.	Mr. Justice KEENE.	Mr. Justice ROMER.
Monday, Feb.	Mr. Ward	Mr. Pugh	Mr. Godfrey
Tuesday	Pemberton	Beal	Leach
Wednesday	Ward	Pugh	Godfrey
Thursday	Pemberton	Beal	Leach
Friday	Ward	Pugh	Godfrey
Saturday	Pemberton	Beal	Leach

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COLAM.—Feb. 8, at Roslyn, Campden-road, Croydon, the wife of R. F. Colam, barrister-at-law, of a daughter.
CROSS.—Feb. 12, at 159, Albion-road, Stoke Newington, the wife of Edgar F. Cross, solicitor, of a daughter.
LAKE.—Feb. 11, at West View, Green-lanes, Finsbury-park, the wife of William James Lake, solicitor, of a son.

MARRIAGE.

LOWE-BRUNNER.—Feb. 6, at All Hallows', Allerton, Liverpool, by the Rev. N. F. Y. Kemble, vicar, Henry Parker Lowe, M.A., B.C.L., of the Middle Temple, barrister-at-law, to Mabel Alicia, second daughter of John T. Brunner, M.P., of Druids Cross, Wavertree, Liverpool.

DEATHS.

GIBSON.—Feb. 9, in London, Richard Ernest Hooper Gibson, solicitor, of 8, Fumival's inn, aged 24.
STIRLING.—Feb. 11, at his residence, Clyde House, Spring-grove, Isleworth, Benjamin Stirling, of 9, Gray's-inn-square, W.C., solicitor, aged 80.

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. —[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ECONOMIC GAS AND COKE CO., LIMITED.—Creditors are required, on or before Feb 28, to send their names and addresses, and full particulars of their debts or claims, to William Clark and William W. Fletcher, 13, Basinghall st.
KLEINFORTER ESTATE AND GOLD MINING CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Walter Ford Andrews, 8, Old Jewry. Julius & Thomas, 15, Finsbury circus, solers for liquidator.
FRERET, PARKINSON, & CO., LIMITED.—Creditors are required, on or before March 24, to send their names and addresses, and particulars of their debts or claims, to Alfred Cotton Harper, 10, Trinity sq., E.C. Trinder & Capron, 47, Cornhill, solers for liquidator.
UNIVERSITY COLLEGE HALL FOR WORKS AT BANGOR, LIMITED.—Creditors are required, on or before March 28, to send their names and addresses, and particulars of their debts or claims, to William Arthur Darbishire, Nantlle, Pongroes.
WESTERN AND GENERAL DEVELOPMENT SYNDICATE, LIMITED.—Petn for winding up, presented Feb 8, directed to be heard on Wednesday, Feb 21. Trinder & Capron, 47, Cornhill, solers for the petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 20.

FRIENDLY SOCIETIES DISSOLVED.

CHELSEA JUVENILE UNITED ANCIENT ORDER OF DRUIDS, St. Luke's Boys' School, King st, Chelsea, Feb 3
ELBING FRIENDLY SOCIETY, Eagles Inn, Llangollen, Denbigh Feb 3
PHILANTHROPIC SOCIETY, Schoolroom, Eglwysbach, Denbigh Feb 3

London Gazette.—TUESDAY, Feb. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

INSURANCE PUBLISHING CO., LIMITED.—By an order made by the High Court, dated Jan 17, it was ordered that the voluntary winding up of the company be continued. W. H. Smith & Son, Graham House, Old Broad st, solers for petners.
LATIMER, CLARK, MUIRHEAD, & CO., LIMITED.—Petn for winding up, presented Feb 10, directed to be heard on Wednesday, Feb 21. Farmer & Porter, 2, Wardrobe pl, Doctors' commons, solers for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 20.
LION CYCLE MANUFACTURING CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Joseph Howell Bullock and Christopher Winder, 307, Broad st, Birmingham. Dale & Co, Birmingham, solers for liquidators.
LIVERPOOL AND MANCHESTER AERATED BREAD AND CAVE CO., LIMITED.—Creditors are required, on or before March 24, to send their names and addresses, and particulars of their debts or claims, to Theodore Gregory, 26, Mosley st, Manchester. Doyle, Manchester, soler for liquidator.
LONDON AND NORTH-WESTERN DISTRICT BANK, LIMITED.—Petn for winding up, presented Feb 9, directed to be heard on Feb 21. Neal, 5, Finner's Hall, Great Winchester st, soler for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 20.
MORGAN, LIMITED.—Creditors are required, on or before April 2, to send their names and addresses, and particulars of their debts or claims, to Frank Impey, 41, Temple st, Birmingham. Barber, Birmingham, soler for liquidator.
NANTWICH BRINE AND MEDICINAL BATH CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Thomas Henry Whiteley, Nantwich.
ST. IVES JERRY CAR AND EXCURSION CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to R. S. Read, St. Ives, Cornwall.

FRIENDLY SOCIETY DISSOLVED.

JOHN PRECIVAL SOCIETY, LIMITED, 28, St. John's hill, Clapham Junction Feb 3

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 9.

GILLESPIE, JOHN, Trinity rd, Wandsworth, Gent Feb 24 Etherington v Gillespie, Chitty, J Roake, Lincoln's inn fields

MAWDSLEY, PETER ALFRED, Chester, Paint Manufacturer March 2 Joynson v Mawdsley, Kekewich, J. Farnham & Hawkins, Liverpool
MORTON, JOHN, Oldham, Farnbrook March 2 Mellieu v Morton, Registrar, Manchester Grindy, Manchester

London Gazette.—TUESDAY, Feb. 6.

BULLEN, JOSEPH ALBERTUS, Egremont, Chester, Gent March 5 Bullen v Bullen, Registrar, Liverpool Cole, Liverpool
FISHWICK, JOHN THOMAS HUTCHINS, Stone, Staffs March 14 Silvester v Fishwick, Stirling, J. Blakiston, Stafford
JONES, DAVID, Cwmawnt, Cardigan, Farmer Feb 23 Evans v Jones, Chitty, J. Evans & Thomas, Llandysul

London Gazette.—FRIDAY, Feb. 9.

CHUBB, HARRY, Brighton, Gent March 10 Chambers v Chubb, Kekewich, J. Chubb, Fencras lane, Queen st
SWALLOW, GEORGE, Morley, Yorks, Rug Manufacturer March 8 Fawcett v Swallow, Kekewich, J. Woodcock & Sons, Haslingden

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 9.

ADAM, WILLIAM, Stourbridge, Esq Feb 28 Walker & Co, Theobald's rd
ASHTON, GEORGE, Dronfield, Derby, Farmer March 25 Wake & Sons, Sheffield
BAILEY, HENRY EDWARD, Fulham March 6 Fardell & Canniss, Temple
BAIRD, HENRY, Almeley, Hereford, Brower March 1 Temple & Philipin, Kingston
BOCKAERT, ANN MILLER, Upper Norwood, Widow April 2 Woolley, Great Winchester street
BOTHLEY, JOHN, Brighouse, York March 5 Booth & Edgar, Manchester
BROWN, ALFRED, Kingston upon Hull, Builder March 9 Browne, Gt Grimsby
CHALLEN, ALFRED CECIL POOK, Fiddleworth, Sussex, Farmer Feb 28 Perkins, Guildford
COOKE, WILLIAM, Moor Allerton, Leeds, Gent April 1 Simpsons & Denham, Leeds
DAVIES, WILLIAM, Llangendecine Feb 30 Browne, Carmarthen
DUNN, RHODA, Welford, Spinster March 1 Twist & Sons, Coventry
DYMOCK, Lieutenant Col Brigade Surgeon WILLIAM, Bombay March 6 Payne & Lattley, Leadenhall st
ENBOR, GEORGE, Westminster, Builder March 10 Palmer & Co, Trafalgar sq
ESKINE, HENRY NAHIE DEUCE, Great Malvern March 15 Trower & Co, New sq, Lincoln's inn
FELTON, MARY ANN, Oldham, Widow Feb 17 Taylor, Oldham
FERREIRA, DEJO BAPTISTA, New Brighton, Chester, Wine Merchant March 5 Parkinson & Hees, Liverpool
FOSTER, HENRY, Ladbroke sq, Gent March 8 Ford & Co, Bloomsbury sq
FOX, MARY, Matlock Bridge, Spinster March 15 Alcock, Mansfield
FRASER, JAMES ELDER, Winchelsea, Gent March 16 Dawes, Rye
FURLEY, DOROTHY, Gainsborough, Spinster March 3 Scott & Cooper, Hull
GATRELL, THOMAS EDWIN, Lymington, Butcher March 1 Moore & Co, Lymington
GOLDSMITH, JOHN BAKER, Fareham, Gent March 31 Goble & Warner, Fareham
GRIFFITHS, WILLIAM ALONZO, Sketty, Swansea, Minister March 2 Hartland & Co, Swansea
HALL, SAMUEL, Stockport, Innkeeper March 9 Bennett & Co, Chapel en le Frith
HAMMOND, ANN, Albert gate Feb 28 Harrison, New court
HARRISON, HENRY ARTHUR, Kilburn, Jeweller Feb 30 Sweetland & Greenhill, Fenchurch st
JACKSON, SARAH MARSHALL, Gloucester ter, Widow March 12 Sole & Co, Aldermanbury
JENNINGS, HENRY, Trainer, Newmarket April 1 Sewell & Maughan, Paris
JOHNSON, MARY ANN, York, Spinster March 15 Walker, York
JONES, CHARLES, Ipswich, Wine Merchant March 20 Goody & Son, Colchester
KNIGHT, JOHN, Kingsthorpe, Gardener March 1 Roche, Daventry
LEAVENTON, MARTHA, Greenwich, Spinster March 17 Howard & Shelton, Moorgate
LINDSAY, CLARA SOPHIA, Clifton gins, Widow Feb 28 Hiffe & Co, Bedford row
MEACHAM, SELINA, Manchester, Spinster March 16 Barnes & Son, Lichfield
MERCEZ, THOMAS, Deal, Surgeon March 21 Mowll, Dover
MEREDITH, WILLIAM DYKES, Parkington st, Chemist March 1 Chandler, Bishopsgate st Within
MEWBURN, GEORGE FRANCIS, Elm Park gins March 10 Morgan & Co, Old Broad st
MITCHELL, EDWARD HIND, Kingston upon Hull, Gent March 31 J T & H Woodhouse, Hull
PIGOTT, ROBERT, Landbeach, Cambridge, Farmer March 31 Ginn & Matthew, Cambridge
PRICE, EDWARD, Eardley, Hereford, Farmer March 1 Temple & Philipin, Kingston
ROBERTS, HENRY PRATT, South ores, Doctor Feb 21 Negus, Lincoln's inn fields
ROBINSON, ALFRED FOTHERGILL, Brighton, Lieutenant March 31 Miller & Williamson, Liverpool
ROGERS, JOHN, Lamplugh, Cumb, Yeoman March 10 Dickinson, Whitehaven
SKIDON, ELLER, Bolton, Spinster March 12 Leach & Son, Manchester
SHERBATT, WILLIAM, Huddersfield, Cheshire March 9 Wadsworth, Macolesfield
SILLAVAN, JAMES, Hale, Chester March 14 Sale & Co, Manchester
SMITHARD-HIND, GEORGE HENRY, Newcastle on Tyne, Gentleman March 12 Purvis, South Shields
SMITH, SIR WILLIAM, Westbourne ter March 24 Laurence & Co, Farnival's inn
SMITH, ROBERT, Uxbridge, Wardrobe Dealer Feb 8 Bird & Sons, Uxbridge
SPURCK, RICHARD, Conesythorpe, York, Gent March 3 Hugh W & R Poffson, Malton
STENT, SARAH, Southampton, Spinster March 14 Ames, Frome
STROUDLEY, ELIZA LUMLEY, Preston Park, Sussex Griffith & Co, Brighton
TEULON, MIRIAM, Croydon March 1 C W & H B Taylor, Crutched Friars
THORNE, THOMAS, Brecknock rd, Army Clothier March 3 Keeping & Glegg, Lombard st
TRANBYER, WILLIAM GROSVENOR, Erdington, Gent March 27 Ryland & Co, Birmingham
TUCKER, THOMAS FOWLE JAUNCEY, Bermuda, Merchant Mar 14 Sykes, Gt Winchester st
TUNSTALL, ARTHUR ECKERTON, Buxton, Esq Feb 28 Ainsworth & Shipton, Buxton
VIVIAN, RICHARD THOMAS, Kingston upon Hull, Smack Owner March 31 J T & H Woodhouse, Hull
WATTS, CHARLES WILLIAM, East Dulwich Feb 28 Broese & Suggett, Aldersgate st
WHITTAKER, ELLEN, Brinsall, Lancs, Widow March 1 Whittaker & Hibbert, Haslingden

WILEY, WILLIAM, Cromwell rd, Lieutenant-General March 10 A F & B W Tweedie, Lincoln's inn fields
WILCOCK, HENRY, Fairfield, Lancaster, Leather Merchant March 10 Hatfield & Co, Manchester
WILLS, WILLIAM FRANCIS, Cricklewood March 15 Jennings, Fatchull rd, Kentish Town
WINGFIELD, PHILIP JAMES, Stockwell, Esq March 1 Willoughby, Lancaster pl, Strand
WOOLLEY, MARY, Bretby, Derby, Widow March 31 J. & W. J. Drewry, Burton upon Trent
YORKE, EMILY ANN MELICENT, Hyde-park, Widow Feb 25 Walker & Co, Theobald's rd

London Gazette.—TUESDAY, Feb. 6.

ABDOTT, JOHN, Southampton March 1 Green & Co, Southampton
BARKER, CHARLES, Colwyn Bay, Gent Feb 28 Barker & Rogerson, Chester
BATES, JOHN JOSEPH, Warcham, Dorset March 17 La Brasseur & Bowen, Newport, Men
BOWEN, DANIEL, Newport, Mon, Gent March 31 Davis & Lloyd, Newport, Mon
CALDWELL, JOSEPH BATTERSBY, Warrington, Farmer March 15 Browne, Warrington
CLARK, SIR ANDREW, Cavendish sq, Bart, M.D. April 7 Janson & Co, Finsbury circus
FARRANT, GEORGE LOTHIAN, Paddington March 10 Farrant, New Barrot
FARRER, HOWLAND, Grafton st, Lieut General March 13 Ricketts, King's Cross rd
FAWCETT, WILLIAM, Burton Salmon, Yorks, Farmer March 31 Ford & Warren, Leeds
GRIFFITH, REV THOMAS, Liverpool March 16 Hime & Lamb, Liverpool
HAMMOND, HARRIET, Folkestone, Widow March 3 Burridge & Co, Shaftesbury
HARRIS, ELIZABETH, Southall, Widow March 31 Shaw & Co, Farnival's inn
HIGGINS, JOSEPH, Doncaster, Confectioner March 14 Atkinson & Sons, Doncaster
HOLDSWORTH, THOMAS, Clay Cross, Derby, Colliery Proprietor March 30 Gratton & Marsden, Chesterfield
HYMES, ROBERT, Stokesley, York April 7 Crust & Co, Beverley
JARVIS, CHARLES JAMES ELLERY, King's Lynn, Solicitor March 10 Jarvis & Morgan, King's Lynn
JOHNSTON, THOMAS, Manchester, Draper March 13 Cobbett & Co, Manchester
LOVERIDGE, GEORGE, Moorlach, Somerset, Yeoman March 1 Reed & Cook, Bridgwater
MCDONNELL, MARY ANN, Fentonville rd March 7 Walker & Battiscombe, Basinghall st
MEWBURN, GEORGE FRANCIS, Elm Park gardens March 10 Morgan & Co, Old Broad st
OWTHWAITE, JAMES, Henley upon Thames, Yeoman April 3 Cooper & Co, Henley on Thames
PEDDIE, FREDERICK, Weston super Mare, Builder Feb 29 Win Smith & Sons, Weston super Mare
PHEAS, MARY BRANFORD, Croydon, Widow March 2 Prior & Co, 61, Lincoln's inn fields
POTTS, JOSEPH, Farnworth, Confectioner Feb 28 Monks, Bolton
POVEY, WILLIAM, Selston, Nottingham, Beerhouse Keeper March 8 Travell, Nottingham
PRIOR, GEORGE AUGUSTUS, Stratford March 5 Rogers & Co, Cannon st
RHEA, READMAN, Pickering, Yorks, Horse Dealer March 6 Whitehead, Pickering
ROBINSON, JOHN, Stoke on Trent, Railway Agent Feb 15 Keary & Co, Stoke on Trent
STANTON, MATTHEW, Barton on Hummer, Farmer March 19 Nowell & Co, Barton on Hummer
TOMLINSON, HELEN, Wigan, Spinster March 17 May, Blackpool
TURNBULL, MATTHEW, Southwick, Durham, Glass Manufacturer March 16 J & W J Robinson, Sunderland
WALLBOTH, LOUISA, Chislehurst, Widow March 10 Freshfields & Williams, Bank bldgs
WEAUGHAM, WALTER FRANCIS, Brough March 10 Norton & Co, Victoria st
YOUNG, JOHN, Newcastle upon Tyne, Butcher March 30 Brown, Newcastle upon Tyne

London Gazette.—FRIDAY, Feb. 9.

ALANSON, AGNES, Everton March 8 Laces & Co, Liverpool
ALLENDER, GEORGE MANDER, St Petersburg pl, Esq March 23 Harries & Co, Coleman street
BARTLETT, LOUISA GRACE, Tunbridge Wells, Widow March 6 Stebbing & Co, Tunbridge
BREKTON, WILLIAM, Southport, Gent March 17 Parr & Co, Southport
BROGAN, MICHAEL, Otley, Builder March 16 Newstead & Co, Otley
BUCKWELL, ALFRED, Brighton March 1 Buckwell, Brighton
BUCKWELL, CHARLES JOHN, Brighton March 1 Buckwell, Brighton
CLARESON, CORN ARTHUR LOVELL, Drummond st March 12 Hicks & Son, Gray's inn sq
CLUTTERBUCK, JAMES EDWARD, M D, Plymouth March 5 Vinard & Co, Dursley
COHN, HERMAN DAGMAR, Grosvenor gins, Merchant Jan 26 Lattey & Hart, Devonshire sq
COLLEY, DANIEL, Brislington, Gent March 25 Wood & Awdry, Chippenham
COX, ANN, Evesham, Widow March 30 Eades & Son, Evesham
CRAWHALL, JOHN, Stanhope, Durham, Gent April 1 Hodgson, Stanhope
CRENSWELL, HENRY THOMAS, Chulia Julpigoree, India, Gent March 31 Bloom & Co, Lincoln's inn fields
DALE, GEORGE PECKITT, Scarborough, Surgeon April 17 Tate & Co, Scarborough
DARTER, ROBERT SKIRROW, New Thornton Heath, Licensed Victualler March 25 Nicholson & Co, Coleman st
DAVIDSON, LANCELOT, North Shields, Gardener March 12 Brown, North Shields
DOWDSEWELL, GEORGE MORLEY, Phillimore gins, Counsel April 1 Guillaume & Sons, Salisbury sq
DYER, CHARLES, Plymouth, Gentleman April 1 Elworthy & Co, Plymouth
EDGECROFT, JAMES THOMAS, Beckenham, Butcher March 29 Robinson & Wilkins, King's Arms yard
EDWARDS, THOMAS, Grinstead, Shrewsbury, Surgeon March 15 Balden & Son, Birmingham
EVANS, JOHN, Liverpool, Professor of Music March 30 Miller & Co, Liverpool
EVERARD, HENRY, Lamington, Esq, J.P. March 25 Maples & Son, Spalding
FAIRCLOUGH, ROBERT MORGAN, Sunderland, Builder Feb 30 Dixon & Co, Sunderland
GARDNER, WILLIAM, Carlisle, Lancaster, Gent March 8 Tyson, Dalton in Furness
GRAHAM, JOHN, Waldron, Sussex, Doctor March 24 Nicholson & Co, Coleman st
GRAY, THOMAS HOLLINGS, Calverley, Leeds, Esq March 31 Simpsons & Denham, Leeds
HACK, LANA, Snarebrook, Widow March 25 Hawes & Co, Gt Winchester st
HALL, CATHERINE LOUISA, Barton Abbey, Widow March 11 Walsh, Oxford
HAY, SIR JOHN HAY DEUMORE March 15 Robinson & Wilkins, King's Arms yd
HILL, ANTHON, Hyde pk mansions, Major General March 24 Harwood & Stephenson, Lombard st

HODGSON, EDWARD, Esq., Natal March 12 Fookett, Temple
 HOLMES, ARTHUR, Langley Burrell, Gent March 25 Wood & Awdry, Chippenham
 HOLMES, ELIZABETH HARRIETT, St George's pl, Widow April 2 Potts & Potts, Broseley
 HOPPER, ALBERT HARRY GEORGE, Ilfracombe, Gent March 26 Mullings & Co, Cirencester
 HORTON, ANDREW, Cheriton, Kent, Wheelwright March 24 Watts & Watts, Folkestone
 JOHNSTON, PATRICK FRANCIS CAMPBELL, St James's pl March 21 Martineau & Reed, Raymond bldgs
 LAMMING, ANN, Tetney, Lincoln, Widow March 6 Bell & Co, Louth
 LLOYD, REV NEWTON ROSKENDALE, Milnsbridge, Yorks Feb 28 Sykes, Huddersfield
 MILES, SARAH ANN, Taunton, Spinster March 10 Kite & Broomhead, Taunton
 MUMFORD, THOMAS, Tysleye Yardley, Worcester, Gent March 31 Canning & Canning, Birmingham
 OGDEN, JANE, Southampton, Spinster March 31 T. & F. P. Baddeley, Loaden hall st
 REYTON, HERBERT MILLS, Gipsy Hill, Colonel March 24 Paine & Co, St Helen's pl
 RING, ALFRED, Battrick, Somerset, Gentleman March 7 Bartlett & Son, Sherborne
 RIVERS, WILLIAM GEORGE, Reading, Newspaper Proprietor March 17 Brain & Brain, Reading
 ROBINSON, JOHN, Stoke upon Trent, Railway Agent Feb 15 Keary & Co, Stoke upon Trent
 ROGERS, ROBERT THOMAS, Clapham rd, Gent March 12 Solomon, King st
 ROOKE, ALFRED WALLACE, Cardon st, Gent March 10 Rickards & Co, Crown court
 SCOTT, WALTER JOHN, Newcastle upon Tyne, Builder March 23 Brown, Newcastle upon Tyne

STURT, MARIA CECILIA, Hampstead, Widow March 17 Howe & Bake, Chancery lane
 THOMAS, EVAN RICHARD, Liverpool, Wallpaper Dealer March 5 Howard & Co, Liverpool
 THREDGOLD, LUOT, Andover, Spinster March 10 Baker, Birmingham
 TULLIDGE, JOSEPH, Clapham Common March 12 Chandler, Bishopsgate st
 TURNER, JOHN, Cheltenham, Gent March 19 Billings, Cheltenham
 URSWORTH, HARRY, Stockport, Plumber March 10 Simpson & Simpson, Manchester
 WALTERS, THOMAS, Nantwich March 9 Martin, Nantwich
 WALTON, MARY JANE, Chapel en le Frith, Grocer March 9 Bennett & Co, Chapel en le Frith
 WALTON, JOHN, Chapel en le Frith, Grocer March 9 Bennett & Co, Chapel en le Frith
 WARBUP, HANNAH, Hornsea, Yorks, Spinster March 1 J T & H Woodhouse, Hull
 WEN, ISAAC, Lilleshall, Salop, Gentleman Feb 28 Bidlake, Wellington
 WETHERILL, THOMAS, Northallerton, Auctioneer April 21 Jefferson & Son, Northallerton
 WHITMAN, RACHEL, Little Grimsby Hall, Lincoln, Widow March 6 Bell & Co, Louth
 WILLIAMS, HUGH, Birmingham, Druggist March 26 Brady, Birmingham
 WOOD, WILLIAM, Goole, Auctioneer March 12 England & Son, Goole
 WOLLASTON, THOMAS GULSTON, Liverpool, Doctor March 20 Miller & Co, Liverpool
 WOOD, GEORGE, Upper Norwood, Contractor March 9 Snow & Co, Gt St Thomas Apostle
 WYNN, EDWARD WILLIAM LLOYD, Abergele, Major General Parry & Co, Denbigh
 YATES, EDWIN, Edgbaston March 15 Balden & Son, Birmingham
 YATES, JANE, Edgbaston, Widow March 15 Balden & Son, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—Friday, Feb. 9.

RECEIVING ORDERS.

ALLEN, CHARLES WILLIAM, Barnet, Builder Barnet Pet Feb 6 Ord Feb 6
 BENJAMIN & ROBINSON, Cambridge st, Builders High Court Pet Dec 30 Ord Feb 5
 BERRY, BENJAMIN, Miffield, Yorks, Wheelwright Dewsbury Pet Feb 3 Ord Feb 3
 BESWICK, JOHN, Whitefield, Lancs, Licensed Victualler Bolton Pet Feb 6 Ord Feb 6
 BLACKBURN, GEORGE, Cardiff, Auctioneer Cardiff Pet Oct 13 Ord Feb 5
 BOTTERILL, ALFRED COUPLAND, Treherria, Glam, Licensed Victualler Merthyr Tydfil Pet Feb 6 Ord Feb 6
 BRACHER, HENRY JOHN, Boscombe, Builder Poole Pet Feb 6 Ord Feb 6
 BROOK, JOHN, Gainsborough, Licensed Victualler Lincoln Pet Feb 5 Ord Feb 5
 CABLEY, WILLIAM, London wall, Merchant High Court Pet Jan 11 Ord Feb 5
 CECIL, HON. BROWNLOW, Dulwich High Court Pet Sept 19 Ord Feb 6
 COHEN, S. & Co, Spitalfields, Clothiers High Court Pet Jan 11 Ord Feb 5
 FRANKISH, HENRY, Derby, Tailor Derby Pet Feb 7 Ord Feb 7
 HALLIDAY, JOHN THOMAS, Clipham, Rutland, Farmer Peterborough Pet Feb 7 Ord Feb 7
 HOLMES, EDWARD, Nottingham, Upholsterer Nottingham Pet Feb 5 Ord Feb 5
 IRVING, EDWARD LAWSON, Carlisle, Seed Merchant Carlisle Pet Feb 3 Ord Feb 6
 JAMES, WILLIAM, Southsea, Lodging house Keeper Portsmouth Pet Feb 5 Ord Feb 5
 JENNINGS, WILLIAM HENRY, West Bromwich, Licensed Victualler Wolverhampton Pet Feb 6 Ord Feb 7
 JOHNSON, ARTHUR THOMAS METCALF, Upper Holloway High Court Pet Feb 5 Ord Feb 6
 JOHNSON, THOMAS, Leicester, Builder Leicester Pet Feb 6 Ord Feb 6
 JONES, DAVID, Ferndale, Glam, Collier Pontypridd Pet Feb 6 Ord Feb 6
 KIRK, ARTHUR WILLIAM, Nottingham, Tailor Nottingham Pet Feb 6 Ord Feb 6
 MARTIN, ROBERT SIMON, Helpstone, Farmer Peterborough Pet Feb 6 Ord Feb 6
 MAVER, JOHN, Kilburn, Provision Merchant High Court Pet Feb 7 Ord Feb 7
 MAYER, JOHN, Derby, Licensed Victualler Derby Pet Jan 23 Ord Feb 6
 MEDDA, ANITE, Anerley, Draper Brighton Pet Feb 7 Ord Feb 7
 MINVALLA, P. R., West Kensington High Court Pet Jan 1 Ord Feb 3
 NEWMAN, ALFRED WALTER, Bournemouth Poole Pet Jan 22 Ord Feb 7
 PEARSON, JACOB, Scarborough, Tailor Scarborough Pet Feb 5 Ord Feb 5
 ROBERTS, WILLIAM, Cymmer, Glam, Butcher Neath Pet Feb 7 Ord Feb 7
 ROGERS, ALFRED RUSSELL, High Holborn, Ironmonger High Court Pet Feb 5 Ord Feb 5
 BUXTON, HOLMES, Brimsyard, Suffolk Ipswich Pet Feb 7 Ord Feb 7
 SCHIFFIELD, THOMAS, Rochdale, Licensed Victualler Oldham Pet Jan 13 Ord Jan 30
 SILVERWOOD, LEONARD, Keighley, Yorks, Fruitster Bradford Pet Feb 7 Ord Feb 7
 SPIERS, SAMUEL, Liverpool, Grocer Liverpool Pet Jan 23 Ord Feb 6
 STANFORD, HENRY WILLIAM, Ferry Stratford, Builder Northampton Pet Jan 30 Ord Feb 3
 TAYLOR, JOSEPH, Swansea, Labourer Swansea Pet Feb 3 Ord Feb 3
 TUKES, JOSEPH DANIEL, Stepney, Baker High Court Pet Feb 6 Ord Feb 6
 VOYLE, JAMES, Haverfordwest, Tailor Pembroke Dock Pet Feb 6 Ord Feb 6
 WALTON, CHARLES CROSSLEY, Rochdale, Tinplate Worker Rochdale Pet Feb 6 Ord Feb 6
 WATERS, HENRY CHARLES, Kingswood, Glos, Grocer Bristol Pet Feb 7 Ord Feb 7

WICKS, JOB, Creeting, Suffolk, Farmer Bury St Edmunds Pet Feb 7 Ord Feb 7

FIRST MEETINGS.

ATKINSON, CHARLES HENRY, Batley, Chemist Feb 16 at 3 Off Rec, Batley
 BALLARD, FREDERICK BOLTON, Belper, Hawker Feb 16 at 2.30 Off Rec, St James's chmbrs, Derby
 BENJAMIN & ROBINSON, Cambridge st, Builders Feb 16 at 12 Bankruptcy bldgs, Carey st
 BERRY, BENJAMIN, Miffield, Yorks, Wheelwright Feb 16 at 4 Off Rec, Batley
 BRADY, GEORGE FREDERICK, and HENRY JAMES STRETT, Queen st, Fancy Warehouseman Feb 23 at 11 Bankruptcy bldgs, Carey st
 BROOK, JOHN, Gainsborough, Licensed Victualler Feb 22 at 12.30 Off Rec, 31, Silver st, Lincoln
 BROWN, GEORGE DABBY, Luton, Musician Feb 10 at 10.30 Red Lion Hotel, Luton
 BROWN, CHARLES, and ELIZA BROWN, Roxton, Bedford, Farmer Feb 19 at 12 Off Rec, St Paul's sq, Bedford
 BURGESS, ARTHUR, Newark, Furniture Dealer Feb 16 at 12 Off Rec, St Peter's Church walk, Nottingham
 CARPENTER, JAMES, Walworth, Horse Dealer Feb 16 at 11 Bankruptcy bldgs, Carey st
 CARR, WILLIAM HENRY, Bradford, Woollen Merchant Feb 20 at 11 Off Rec, 31, Manor row, Bradford
 CAYE, SAMUEL PARRY, Hereford, Grocer Feb 16 at 10.15 Off Rec, 2, Offa st, Hereford
 CLARKSON, WILLIAM, Middleham, Farmer Feb 19 at 11.30 Court House, Northallerton
 CODRINGTON, RICHARD PERCY JOHN, Hounslow, Captain Feb 17 at 11 Off Rec, 95, Temple chmbrs, Temple Avenue
 CROSSLEY, FRANK, Levenshulme, Fringe Manufacturer Feb 16 at 3 Ogden's chmbrs, Bridge st, Manchester
 DAVIES, RICHARD BURT, Mumbles, Glam, Confectioner Feb 16 at 12 Off Rec, 31, Alexandra rd, Swansea
 DOCKRAY, ALFRED, Leeds, Toy Manufacturer Feb 19 at 11 Off Rec, 29, Park row, Leeds
 EDWARDS, JOHN DAVID, Oswestry, Engineer Feb 16 The Priory, Wrexham
 ELLMAN, HARRY, Cardiff, General Dealer Feb 22 at 11 Off Rec, 29, Queen st, Cardiff
 FOSTER, GEORGE ALA VOINE, Fenchurch st, Stock Broker Feb 16 at 2.30 Bankruptcy bldgs, Carey st
 FROST, NIELS PETER, Northampton, Leather Factor Feb 17 at 12.30 County Court bldgs, Northampton
 GARDNER, WILLIAM, Cranham, Glos Feb 17 at 12 Off Rec, 15, King st, Gloucester
 GARNER, THOMAS, Sheffield, Mason Feb 19 at 3.30 Off Rec, Figtree lane, Sheffield
 GARRITT, FRED, Bradford Feb 19 at 11 Off Rec, 31, Manor row, Bradford
 GER, JOHN, Foulsham, Baker Feb 17 at 12 Off Rec, 8, King st, Norwich
 GIBBINS, WILLIAM, and FREDERICK CHARLES GIBBINS, Wellingborough, Shoe Manufacturers Feb 17 at 3.30 County Court bldgs, Northampton
 GORDON, ALFRED, Company Promoter Feb 16 at 12 Bankruptcy bldgs, Carey st
 HARDY, BAILEY, Sheffield, Coal Dealer Feb 19 at 2.30 Off Rec, Figtree lane, Sheffield
 HILL, ALFRED, Wolverhampton, Fishmonger Feb 20 at 12 Off Rec, Wolverhampton
 HODGE, JANE, Maidenhead Feb 16 at 3 Off Rec, 95, Temple chmbrs, Temple Avenue
 HOWELLS, WILLIAM, Pontycymmer, Grocer Feb 19 at 5 Off Rec, 29, Queen st, Cardiff
 KINGSMORE, FRANK, Kennington, Kent, Farmer Feb 16 at 12 Off Rec, 73, Castle st, Canterbury
 LAWRENCE, JOHN, Sheffield, Builder Feb 19 at 3 Off Rec, Figtree lane, Sheffield
 LITTLE, HERBERT, Ross, Coachbuilder Feb 16 at 10 Off Rec, 2, Offa st, Hereford
 MARRS, JOSEPH ARTHUR, Cardiff, Baker Feb 17 at 19 Off Rec, 29, Queen st, Cardiff
 MARRIOTT, ARTHUR, Nottingham, Lace Maker Feb 17 at 12 Off Rec, St Peter's Church walk, Nottingham
 MARSHALL, ALEXANDRA, Cardiff, Ladies' Outfitter Feb 22 at 11.30 Off Rec, 29, Queen st, Cardiff
 MAYER, JOHN, Derby Feb 16 at 12 Off Rec, St James's chmbrs, Derby
 MINVALLA, P. R., West Kensington Feb 19 at 12 Bankruptcy bldgs, Carey st

MULCUCK, WILLIAM EDWIN, Llanfodwg, Glam, Collier Feb 19 at 12 Off Rec, 29, Queen st, Cardiff
 O'HARA, JOHN, Nottingham, Grocer Feb 16 at 11 Off Rec, St Peter's Church walk, Nottingham
 OSBORN, WILLIAM, Luton, Baker Feb 20 at 11 Red Lion Hotel, Luton
 O'SHEA, W. H., Victoria st, Gent Feb 27 at 12 Bankruptcy bldgs, Carey st
 PAINTER, WILLIAM, Birmingham Feb 19 at 11 23, Colmore row, Birmingham
 PEARSON, JACOB, Scarborough, Tailor Feb 19 at 11 Off Rec, 74, Newborough st, Scarborough
 PILLING, HANNAH, Kendal, Cartwright Feb 17 at 11 120, Highgate, Kendal
 PRICE, HENRY, Ross, Innkeeper Feb 16 at 10 Off Rec, 2, Offa st, Hereford
 ROBINSON, WILLIAM, Hanley, Draper Feb 20 at 11.15 Off Rec, Newcastle under Lyme
 SCANTLIN, HENRY, Bethnal Green, Timber Merchant Feb 16 at 12 Bankruptcy bldgs, Carey st
 SNOOKS, JAMES, Wharton rd, Builder Feb 19 at 12 Bankruptcy bldgs, Carey st
 STATA, JOSEPH RODRIGUEZ, Colwyn Bay, Hairdresser Feb 19 at 12 Crypt chmbrs, Chester
 STRAD, JOHN, Ludlow, Clothier Feb 16 at 2.30 Off Rec, 2, Offa st, Hereford
 STONEK, EDWIN CLAUDE, Bridlington, Organist Feb 16 at 11 Off Rec, 74, Newborough st, Scarborough
 WRIGHT, MARY, Luton, Schoolmistress Feb 20 at 11.30 Red Lion Hotel, Luton

ADJUDICATIONS.

ALLAN, GEORGE, Durham, Saddler Durham Pet Jan 20 Ord Feb 6
 BERRY, BENJAMIN, Miffield, Yorks, Wheelwright Dewsbury Pet Feb 2 Ord Feb 3
 BESWICK, JOHN, Whitefield, Lancs, Licensed Victualler Bolton Pet Feb 6 Ord Feb 6
 BLAKE, WALTER, Clapham, Beerhouse Keeper Wandsworth Pet Jan 10 Ord Feb 6
 BROOK, JOHN, Gainsborough, Licensed Victualler Lincoln Pet Feb 5 Ord Feb 5
 BUXTON, EDWARD, Clapham, Clerk High Court Pet Dec 29 Ord Feb 3
 ETHERIDGE, LEWIS, Rochester row, Builder High Court Pet Dec 23 Ord Feb 6
 FRANKISH, HENRY, Derby, Tailor Derby Pet Feb 7 Ord Feb 7
 GREEN, CHARLES, Andover, Jeweller Salisbury Pet Feb 3 Ord Feb 7
 HALLIDAY, JOHN THOMAS, Clipham, Rutland, Farmer Peterborough Pet Feb 7 Ord Feb 7
 HILL, ALFRED, Wolverhampton, Fishmonger Wolverhampton Pet Jan 26 Ord Feb 7
 HODGE, JEANIE, Maidenhead Windsor Pet Dec 19 Ord Feb 6
 HOLMES, EDWARD, Nottingham, Upholsterer Nottingham Pet Feb 5 Ord Feb 5
 HUGH, HENRY SHELLEY, Woolwich, Licensed Victualler Greenwich Pet Feb 1 Ord Feb 6
 JAMES, WILLIAM, Southsea, Lodging house Keeper Portsmouth Pet Feb 5 Ord Feb 5
 JENNINGS, WILLIAM HENRY, West Bromwich, Licensed Victualler Wolverhampton Pet Feb 6 Ord Feb 7
 JOHNSON, ARTHUR THOMAS METCALF, Upper Holloway retired Civil Servant High Court Pet Feb 5 Ord Feb 6
 JONES, DAVID, Ferndale, Glam, Collier Pontypridd Pet Feb 5 Ord Feb 6
 KIRK, ARTHUR WILLIAM, Nottingham, Tailor Nottingham Pet Feb 6 Ord Feb 6
 LAWRENCE, WILLIAM EXTON, Ewerby, Lincoln, Farmer Boston Pet Jan 4 Ord Feb 6
 MARTIN, ROBERT SIMON, Helpstone, Farmer Peterborough Pet Feb 6 Ord Feb 6
 MEDDA, ANITE, Anerley, Draper Brighton Pet Feb 7 Ord Feb 7
 PEARSON, JACOB, Scarborough, Tailor Scarborough Pet Feb 5 Ord Feb 5
 POWELL, DAVID, Cardiff, Builder Cardiff Pet Feb 1 Ord Feb 3
 RAMSAY, ALEXANDER ENTWISTLE, Cheltenham, Baronet Cheltenham Pet Sept 16 Ord Feb 1
 ROBERTS, WILLIAM, Cymmer, Glam, Butcher Neath Pet Feb 7 Ord Feb 7

RODNEY, CHARLES MATHEW, Lambeth High Court Pet Feb 8 Ord Feb 5
 RUXTON, HOLMES, Bruiyard, Suffolk Ipswich Pet Feb 7 Ord Feb 7
 SCANTLIN, HENRY, Bethnal Green, Timber Merchant High Court Pet Jan 20 Ord Feb 3
 SILVERWOOD, LEONARD, Keighley, Fruiterer Bradford Pet Feb 7 Ord Feb 7
 SPIERS, SAMUEL, Liverpool, Grocer Liverpool Pet Jan 23 Ord Feb 7
 STOTT, GEORGE ARTHUR, Halifax, Grocer Halifax Pet Jan 29 Ord Jan 29
 SUTTON, JOHN, Swansea, Sculptor Swansea Pet Jan 9 Ord Feb 8
 TAYLOR, JOHN, Swansea, Labourer Swansea Pet Feb 3 Ord Feb 3
 WICKES, JOB, Statham Parva, Suffolk, Farmer Bury St Edmunds Pet Feb 6 Ord Feb 7
 WILSON, GEORGE LEVINGSLEY, Boston, Grocer Boston Pet Jan 16 Ord Feb 5
 WRIGHT, MARY, Luton, Schoolmistress Luton Pet Jan 26 Ord Feb 7

London Gazette—Tuesday, Feb. 13.

RECEIVING ORDERS.

BAILEY, CHARLES, Manchester, Fishmonger Manchester Pet Feb 8 Ord Feb 8
 BANKS, GEORGE, Chingford, Farmer Edmonton Pet Feb 8 Ord Feb 8
 BOWEN, JAMES HOLIDAY, Kingston upon Hull, Poultry Dealer Kingston upon Hull Pet Feb 9 Ord Feb 9
 BRIGHT, WILLIAM HENRY, Glengall rd, Builder High Court Pet Feb 8 Ord Feb 8
 BRIGHAM, RICHARD ISAAC, Bristol, Boot Manufacturer Bristol Pet Jan 15 Ord Feb 8
 BROOKING, WILLIAM SUMPTER, Guildford Kingston, Surrey Pet Feb 10 Ord Feb 10
 CARR, FREDERIC, Dover Canterbury Pet Feb 9 Ord Feb 9
 COOK, ROBERT TOMLINSON, Higham, Cotton Manufacturer Burnley Pet Jan 19 Ord Feb 8
 COOK, WILLIAM, Burnley, Greengrocer Burnley Pet Feb 8 Ord Feb 8
 CROW, RICHARD, Huddersfield, Greengrocer Huddersfield Pet Feb 8 Ord Feb 8
 DAVISON BROS, Darlington, Engineer Stockton on Tees Pet Jan 23 Ord Feb 7
 DINWADIE, WALTER ELLIS, Littlehampton, Hairdresser Brighton Pet Feb 10 Ord Feb 10
 GAY, ROBERT HENRY, Mark lane, Commission Agent High Court Pet Feb 8 Ord Feb 8
 GRAY, EDWIN, Leamington, Carpenter Warwick Pet Feb 10 Ord Feb 10
 HALL, HENRY, Kingston upon Hull, Bank Clerk Kingston upon Hull Pet Feb 9 Ord Feb 9
 HAMPTON, THOMAS, Ellesmere, Salop, Farmer Wrexham Pet Feb 9 Ord Feb 9
 HAYDON, CHARLES MILBURN, jun, Stalybridge, Cashier Stalybridge Pet Feb 6 Ord Feb 8
 HAYHURST, HENRY, Preston, Hotel Keeper Preston Pet Jan 30 Ord Feb 9
 HOLMES, JOHN, Morecambe, Painter Preston Pet Feb 10 Ord Feb 10
 JACOBS, SIM, Aldergate st, Hat Merchant High Court Pet Jan 17 Ord Feb 9
 JARRETT, JOSEPH, Wellesbourne, Road Surveyor Warwick Pet Feb 10 Ord Feb 10
 JONES, EDWARD FIDDIAN, Handsworth, Iron Founder Birmingham Pet Feb 7 Ord Feb 7
 JONES, THOMAS, Bournbrook, Provision Dealer Birmingham Pet Feb 5 Ord Feb 5
 KELLAND, WILLIAM HENRY, Barnstaple, Gent Barnstaple Pet Aug 28 Ord Jan 12
 MARSHALL, GEORGE HENRY, Northampton Common, Yorks, Coal Miner Wakefield Pet Feb 9 Ord Feb 9
 MARTIN, SAMUEL PENNY, Yatton, Somerset, Boot Maker Bristol Pet Feb 8 Ord Feb 8
 MAY, ROWLAND, Leyburn, Yorks, Seedman Northallerton Pet Feb 7 Ord Feb 7
 PALMER, WILLIAM, Hambleton, Rutland, Farmer Leicester Pet Feb 7 Ord Feb 7
 PICKARD, WILLIAM HENRY, Leeds, Beerhouse Keeper Leeds Pet Jan 29 Ord Feb 8
 PRICE, JOHN, Hay, Labourer Hereford Pet Feb 9 Ord Feb 9
 RAINEY, LYDIA JANE, Southport, Draper Liverpool Pet Feb 7 Ord Feb 10
 ROGERS, ARTHUR JOHN, Queen's rd, Baywater, Ironmonger High Court Pet Feb 8 Ord Feb 8
 ROWE, MARK, Wigan, Schoolmaster Wigan Pet Feb 10 Ord Feb 10
 SCOTT, MATTHEW, Acton Vale, Builder High Court Pet Nov 30 Ord Feb 8
 SEDGWICK, EDWARD PARSONS, Tottenham court rd High Court Pet Feb 9 Ord Feb 9
 SHAYER, RICHARD LAMMAR, North Audley st, Hosier High Court Pet Jan 4 Ord Feb 8
 SQUIRE, JOHN, Birmingham, Baker Birmingham Pet Jan 25 Ord Feb 9
 STEVENS, DAVID, Tebworth, Timber Merchant Luton Pet Feb 5 Ord Feb 8
 TILLY, ERNEST CHARLES, Landport, Grocer Portsmouth Pet Feb 8 Ord Feb 8
 TIPSON, EDWARD, Sidmouth st, School Teacher High Court Pet Feb 10 Ord Feb 10
 VALE, JOHN, Orleton, Hereford, Builder Leominster Pet Feb 10 Ord Feb 10
 WATERWORTH, WILLIAM, Newton Common, Lancs, Builder Warrington Pet Jan 19 Ord Feb 8
 WEEKER, WILLIAM CHARLES CAWDELL, Landport, Livery Stable Keeper Eastbourne Pet Jan 25 Ord Feb 8
 WHITE, EDWIN I, Gray's inn rd High Court Pet Nov 14 Ord Feb 8
 WILLIAMSON, HENRY, Coventry, Clerk Coventry Pet Feb 8 Ord Feb 8
 WILLIAMS, JESTYN, Llantrissant, Glam, Ship Broker's Clerk Pontypridd Pet Jan 25 Ord Feb 7
 WRAY, WILLIAM, Staveage, Grocer Luton Pet Feb 10 Ord Feb 10

FIRST MEETINGS.

BARTON, ROBERT GEORGE, Esq, Licensed Victualler Feb 20 at 12.30 24, Railway approach, London Bridge
 BAYLEY, ROBERT, Balham, Ironmonger Feb 21 at 12.30 24, Railway approach, London Bridge
 BEWICK, JOHN, Whitefield, Lancs, Licensed Victualler Feb 20 at 11 16, Wood st, Bolton
 BLACKMAN, JOSEPH HENRY, Birmingham, Builder Feb 21 at 11 23, Colmore row, Birmingham
 BOYLE, BENJAMIN PATRICK, Daventry, Veterinary Surgeon Feb 21 at 12.30 County Court bldgs, Northampton
 CABLES, WILLIAM, London wall, Merchant Feb 20 at 2.30 Bankruptcy bldgs, Carey st
 COHEN, SOLOMON, Kenoside st, Clothier Feb 20 at 12 Bankruptcy bldgs, Carey st
 CROW, RICHARD, Huddersfield, Greengrocer Feb 21 at 3 Off Rec, 6, Queen st, Huddersfield
 EYRE, ARTHUR, Reading, Cattle Dealer Feb 22 at 12.15 Queen's Hotel, Reading
 FENTON, WILLIAM, Ipswich, Shoemaker Feb 20 at 12.30 36, Princes st, Ipswich
 FRANKISH, HENRY, Derby, Tailor Feb 20 at 2.30 Off Rec, St James's chambers, Derby
 GAY, ROBERT HENRY, Mark lane, Commission Agent Feb 21 at 12 Bankruptcy bldgs, Carey st
 GREEN, COLE & CO, Bristol, General Merchants Feb 21 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
 HALLIDAY, JOHN THOMAS, Clapham, Farmer Feb 27 at 12.15 Law Courts, New rd, Peterborough
 HARRIST, EVAS, Lantilio, Perthshire, Mon, Miller Feb 20 at 12 Off Rec, 68, High st, Moribury Tydfil
 HAWTREY, CHARLES H, Victoria st, Actor Feb 20 at 12 Bankruptcy bldgs, Carey st
 HAYDON, CHARLES MILBURN, jun, Stalybridge, Cashier Feb 20 at 3 Ogden's chambers, Bridge st, Manchester
 HOLMES, EDWARD, Nottingham, Upholsterer Feb 20 at 12 Off Rec, St Peter's Church walk, Nottingham
 HUMS, MOSES, Forest Hill, Electrician Feb 21 at 11.30 24, Railway approach, London Bridge
 HUTTON, TOM, Melkham, Farmer Feb 21 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
 JAMES, WILLIAM, Southsea, Lodging house Keeper Feb 21 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 JENNINGS, WILLIAM HENRY, West Bromwich, Licensed Victualler March 12 at 12 Off Rec, Wolverhampton
 JOHNSON, ARTHUR THOMAS, METCALF, Upper Holloway, retired Civil Servant Feb 20 at 11 Bankruptcy bldgs, Carey st
 JOHNSON, THOMAS, Leicester, Builder Feb 20 at 12.30 Off Rec, 1, Berridge st, Leicester
 JONES, CHARLES, Woolhope, Hereford, Wood Dealer Feb 22 at 10.30 Off Rec, 45, Copenhagen st, Worcester
 JONES, MICHAEL, Woolhope, Hereford, Woodman Feb 22 at 10.45 Off Rec, 45, Copenhagen st, Worcester
 JONES, THOMAS, Bournbrook, Provision Dealer Feb 22 at 11 23, Colmore row, Birmingham
 LEACH, GEORGE HENRY, Leeds, Fruit Merchant Feb 21 at 11 Off Rec, 22, Park row, Leeds
 MARTIN, ROBERT SINSON, Helpstone, Farmer Feb 27 at 12 Law Courts, New rd, Peterborough
 MARTIN, SAMUEL PENNY, Yatton, Somerset, Boot Maker Feb 21 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
 MEDCALF, JOHN, Sandhurst, Farmer Feb 22 at 11.30 Queen's Hotel, Reading
 PALMER, WILLIAM, Hambleton, Farmer Feb 21 at 3 Off Rec, 1, Berridge st, Leicester
 PINNELL, JAMES, Cardiff, Ironmonger Feb 23 at 11 Off Rec, 29, Queen st, Cardiff
 PRATT, HENRY CONNIN, Sudbury, Suffolk Feb 21 at 12 Towhall, Sudbury
 RUFFLES, ROBERT BLACKMAN, Wickham St Paul, Farmer Feb 21 at 12.45 Towhall, Sudbury
 RUXTON, HOLMES, Bruiyard, Suffolk Feb 23 at 2 36, Princes st, Ipswich
 SCHOFIELD, THOMAS, Shawclough, Lancs, Licensed Victualler Feb 20 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
 TAYLOR, JOHN, Swansea, Labourer Feb 20 at 12 Off Rec, 31, Alexandra rd, Swansea
 TILLY, ERNEST CHARLES, Landport, Grocer Feb 21 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
 VOYLE, JAMES, Haverfordwest, Tailor Feb 20 at 12.30 Temperance Hall, Pembroke Dock
 WALDER, ARTHUR FORSTER, Surbiton, Auctioneer Feb 20 at 11.30 24, Railway approach, London Bridge
 WATERS, HENRY CHARLES, Kingswood, Glos, Grocer Feb 28 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
 WICKES, JOB, Stoneham Parva, Farmer Feb 20 at 12 36, Princes st, Ipswich
 WILLIAMSON, HENRY, Coventry, Clerk Feb 20 at 12 Off Rec, 17, Hertford st, Coventry
 WRIGHT, JOE, Hartgate, Saddler Feb 21 at 10.30 Off Rec, Figgree lane, Sheffield

The following amended notice is substituted for that published in the London Gazette of Feb 9:—

EDWARDS, JOHN DAVID, Oswestry, Engineer Feb 16 at 3 The Priory, Wrexham

ADJUDICATIONS.

ACKROYD, OLIVER, Baildon, Yorks, Stock Broker Bradford Pet Dec 30 Ord Feb 7
 BAILEY, CHARLES, Manchester, Fishmonger Manchester Pet Feb 8 Ord Feb 8
 BENJAMIN & ROBINSON, Cambridge st, Builders High Court Pet Dec 30 Ord Feb 8
 BOWEN, JAMES HOLIDAY, Kingston upon Hull, Fish Dealer Kingston upon Hull Pet Feb 9 Ord Feb 9
 BRACHER, HENRY JOHN, Boscombe, Builder Poole Pet Feb 8 Ord Feb 8
 BRIGHT, WILLIAM HENRY, Glengall rd, Builder High Court Pet Feb 8 Ord Feb 8
 BROOKING, WILLIAM SUMPTER, Guildford Kingston, Surrey Pet Feb 9 Ord Feb 10
 BURNS, JOHN BURNS, Thrapston, Ironfounder Northampton Pet Nov 28 Ord Feb 8
 CASE, FREDERIC, Dover, Dining room Proprietor Canterbury Pet Feb 8 Ord Feb 9
 COOK, WILLIAM, Burnley, Greengrocer Burnley Pet Jan 31 Ord Feb 10

CROW, RICHARD, Huddersfield, Greengrocer Huddersfield Pet Feb 8 Ord Feb 10
 GAY, ROBERT HENRY, Mark lane, Commission Agent High Court Pet Feb 8 Ord Feb 8
 GRAY, EDWIN, Leamington, Carpenter Warwick Pet Feb 10 Ord Feb 10
 HALL, HENRY, Kingston upon Hull, Bank Clerk Kingston upon Hull Pet Feb 9 Ord Feb 9
 HAYHURST, HENRY, Preston, Hotel Keeper Preston Pet Jan 30 Ord Feb 9
 HEWITT, JAMES, Titchfield, Gent Portsmouth Pet Jan 4 Ord Feb 9
 HOLMES, JOHN, Morecambe, Painter Preston Pet Feb 9 Ord Feb 10
 JARRETT, JOSEPH, Wellesbourne, Farmer Warwick Pet Feb 10 Ord Feb 10
 JONES, THOMAS, Bournbrook, Provision Dealer Birmingham Pet Feb 5 Ord Feb 5
 MADDOCK, FRANK ALFRED GORDON, Company Promoter High Court Pet Jan 6 Ord Feb 8
 MARSHALL, GEORGE HENRY, Northampton, Coal Miner Wakefield Pet Feb 8 Ord Feb 9
 MATTHEWS, SAMUEL, Countesthorpe, Farmer Leicester Pet Dec 14 Ord Jan 17
 MAY, ROWLAND, Leyburn, Yorks, Seedman Northallerton Pet Feb 7 Ord Feb 7
 PAINTER, WILLIAM, Edgbaston Birmingham Pet Jan 29 Ord Feb 7
 PARKER, WILLIAM GEE, and WILLIAM BENOIS PARKER, High Holborn, Photographers High Court Pet Jan 4 Ord Feb 8
 PICKARD, WILLIAM HENRY, Leeds, Beerhouse Keeper Leeds Pet Jan 29 Ord Feb 10
 PRICE, JOHN, Hay, Brecon, Labourer Hereford Pet Feb 9 Ord Feb 9
 ROWE, MARK, Wigan, Schoolmaster Wigan Pet Feb 10 Ord Feb 10
 SCHOFIELD, THOMAS, Shaw Clough, Licensed Victualler Oldham Pet Jan 18 Ord Feb 8
 SEDGWICK, EDWARD PARSONS, Tottenham ct rd High Court Pet Feb 9 Ord Feb 9
 SIMPSON, ARTHUR, St John's Wood, Captain High Court Pet Dec 6 Ord Feb 8
 SMITH, GEORGE, Liverpool, Printer Liverpool Pet Dec 30 Ord Feb 8
 TARDIEUX, F B, Stanhope guns High Court Pet Dec 18 Ord Feb 8
 TILLY, ERNEST CHARLES, Landport, Grocer Portsmouth Pet Feb 8 Ord Feb 8
 TOROUK, JOSEPH, Brixton rd, Schoolmaster High Court Pet Jan 31 Ord Feb 8
 TUKER, JOSEPH DANIEL, Stepney, Baker High Court Pet Feb 6 Ord Feb 8
 VALE, JOHN, Orleton, Hereford, Builder Leominster Pet Feb 9 Ord Feb 10
 WALKER, WILLIAM, Wandsworth, Boot Maker Wandsworth Pet Aug 11 Ord Feb 9
 WALTON, CHARLES CROSSLEY, Rochdale, Tinsplate Worker Rochdale Pet Feb 6 Ord Feb 8
 WILLIAMSON, HENRY, Coventry, Clerk Coventry Pet Feb 8 Ord Feb 9
 WINDUST, CHARLES ASHBY, Great Tower st, Builder High Court Pet Nov 1 Ord Feb 8

SALES OF ENSUING WEEK.

Feb. 20.—Messrs. DUBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Grounds (see advertisement, Feb. 10, p. 4).
 Feb. 22.—Messrs. FARRER, ELLIS, CLARK, & CO., at the Mart, E.C., at 2 o'clock, Leasehold Town Mansion (see advertisement, this week, p. 264).
 Feb. 23.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, this week, p. 264).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. Od.; by Post, 28s. Od. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

EDE AND SON,

ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
 SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns
 ESTABLISHED 1869.

94, CHANCERY LANE, LONDON.

SALE DAYS FOR THE YEAR 1894.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1894, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:-

Thurs., Feb. 22	Thurs., June 7	Thurs., Sept. 13
Thurs., March 1	Thurs., June 14	Thurs., Sept. 27
Thurs., March 8	Wed., June 20	Thurs., Oct. 11
Wed., March 28	Thurs., June 28	Thurs., Oct. 25
Thurs., April 12	Thurs., July 12	Thurs., Nov. 1
Thurs., April 26	Thurs., July 19	Thurs., Nov. 15
Thurs., May 3	Thurs., Aug. 2	Thurs., Nov. 29
Thurs., May 10	Wed., Aug. 15	Tues., Dec. 4
Wed., May 30	Thurs., Aug. 30	Thurs., Dec. 13

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

LIST of AUCTIONS,
to be held by MESSRS.

FAREBROTHER, ELLIS, CLARK, & CO.,
at the AUCTION MART, E.C.,
on THURSDAY, FEBRUARY 22, 1894.

VALUABLE INVESTMENT, arising out of the Business Premises, No. 9, Houndsditch.

The Capital LEASEHOLD RESIDENCE, No. 4, Upper Montague-street, Russell-square.

THE TOWN MANSION, No. 6, Grosvenor-gardens, S.W.

THE FREEHOLD TOWN MANSION, No. 36, Holland-park.

The Fully-licensed PUBLIC-HOUSE, known as the Swan, Cosmo-place, Bloomsbury.

SOUND INVESTMENT, arising out of the Freehold Shop and Dwelling-house, No. 11, Cosmo-place, Bloomsbury.

Particulars may be had upon application at
29, FLEET-STREET, TEMPLE-BAR,
and
18, OLD BROAD-STREET, E.C.

Sales for the Year 1894.

MESSRS. E. & H. LUMLEY, of St. James's-house, 22, St. James's-street, London, S.W., beg to announce for the forthcoming year the following DAYS of SALE, at the AUCTION MART, Tokenhouse-yard, E.C., but in addition others can be arranged for special sales. Terms on application:-

Tuesday, Mar. 20	Tuesday, June 26	Tuesday, Sept. 11
Tuesday, April 17	Tuesday, July 10	Tuesday, Oct. 2
Tuesday, May 29	Tuesday, July 31	Tuesday, Nov. 6
Tuesday, June 5	Tuesday, Aug. 14	Tuesday, Dec. 4

Messrs. E. & H. Lumley announce in the advertisement columns of "The Times" on Wednesdays and Saturdays, a complete list of their Sales, which will include Estates in England, Ireland, and Scotland, town and country properties, ground-rents, reversions, gas and water shares, &c. In cases where property is to be included in these sales, ample notice should be given in order to insure due publicity.—St. James's-house, 22, St. James's-street, S.W.

MESSRS. STIMSON & SONS,
Auctioneers, Surveyors, and Valuers,
8, MOORGATE STREET, BANK, E.C.,
AND
2, NEW KENT ROAD, S.E.
(Opposite the Elephant and Castle).

AUCTION SALES are held at the Mart, Tokenhouse-yard, City, on the second and last Thursdays in each month and on other days as occasion may require.

STIMSON & SONS undertake SALES and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiation of Mortgages, Receiverships in Chancery, Sales by Auction of Furniture and Stock, Collection of Rents, &c. Separate printed Lists of House Property, Ground-Rents for Sale, and Houses, &c., to be let, are issued on the 1st of each month, and can be had gratis on application or free by post for two stamps. No charge for insertion. Telegraphic address, "Servavo, London."

BROMLEY, KENT.—A really first-class Building Speculation to be Sold at Times Price to an immediate purchaser. A valuable Building Estate, embracing about 12½ acres, having 1,000 ft. frontage to main road close to the town, &c. There is a comfortable Residence with stabling and pleasure-grounds. The property is Freehold, and is suitable for villas or cottages.—Apply to BAXTER, PAYNE, & LEPFER, Bromley, Kent, and 69, King William-street, E.C.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

SALES BY AUCTION FOR THE YEAR 1894.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:-

1894.		
Tuesday, Feb. 20	Tuesday, May 8	Tuesday, July 24
Tuesday, Feb. 27	Tuesday, May 22	Tuesday, July 31
Tuesday, March 6	Tuesday, May 29	Tuesday, Aug. 7
Tuesday, March 13	Tuesday, June 5	Tuesday, Aug. 14
Tuesday, March 20	Tuesday, June 12	Tuesday, Aug. 21
Tuesday, April 3	Tuesday, June 19	Tuesday, Oct. 2
Tuesday, April 10	Tuesday, June 26	Tuesday, Oct. 16
Tuesday, April 17	Tuesday, July 3	Tuesday, Oct. 30
Tuesday, April 24	Tuesday, July 10	Tuesday, Nov. 13
Tuesday, May 1	Tuesday, July 17	Tuesday, Dec. 4

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheap-side, London, E.C. Telephone No. 1,503.

SALES FOR THE YEAR 1894.

Telephone, No. 1,689.—Telegraphic address, "Akaber, London."

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, shares, and other Properties will be held at the MART, Tokenhouse-yard, E.C., on the following FRIDAYS during the year 1894:-

February 23	May 25	July 27
March 16	June 1	August 24
April 13	June 8	September 14
April 20	June 15	September 28
April 27	June 22	October 12
May 4	June 29	October 26
May 11	July 6	November 16
May 18	July 13	November 23
	July 20	December 14

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C.

STRAND
(near the Law Courts and Somerset House).

To Trustees and others.
In the High Court of Justice (Chancery Division). Pursuant to an Order made in an action, the London and County Banking Company, Limited, v. Ascher, 1893, L. No. 1,689, with the approbation of Mr. Justice Chitty. Highly valuable Freehold Property, comprising three dwelling-houses, known as 4, 5, and 6, Stanhope-street, Strand, a few doors from Newcastle-street, close to the Olympic and Globe Theatres, and in the vicinity of the Law Courts and Somerset House, and comprising an area of about 2,900 superficial feet; also the shops, residential and business premises, being 2 and 3, Harvey-buildings, near 428, Strand, and adjoining the premises of the Civil Service Stores. All let (except No. 3, Harvey-buildings, until recently in the occupation of the late Mr. J. Ascher, Military and Naval Contractors to Her Majesty's Government, which will be offered with possession). Total actual and estimated rentals £254 per annum. Mr. ALFRED JOSEPH BAKER, of the firm of

MESSRS. BAKER & SONS (the person appointed by the Judge) will SELL by AUCTION, at TWO o'clock precisely, in Three Lots, the above excellent FREEHOLD INVESTMENTS.

Particulars of the Solicitors, Messrs. John C. Button & Co., London and County Bank-house, Covent-garden, W.C.; Messrs. Soames, Edwards, & Jones, 68, Lincoln's-inn-fields, W.C.; Messrs. Croome & Sons, 7, Lancaster-place, Strand, W.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

REGENT'S PARK.

By order of Executors of G. A. Osbornes, Esq., deceased.—Charming Bijou Residence, overlooking the park known as 5, Ulster-terrace, Regent's-park, close to Baker-street and Portland-road Stations, containing five bedrooms, bathroom, four reception-rooms, and offices. Rental value £150 per annum. With possession. Crown lease about 30 years unexpired, at moderate ground-rent.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, E.C., on FRIDAY, FEBRUARY 23, at TWO, the above excellent RESIDENCE.

Particulars of Messrs. Lethbridge & Prior, Solicitors, 25, Abingdon-street, Westminster, S.W.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

N.B.—The purchaser will have the option of taking the capital Furniture and Contents of the Residence at a valuation, otherwise the same will be sold by Auction at an early date.

MESSRS. ROBT. W. MANN & SON,
SURVEYORS, VALUERS,

AUCTIONEERS, HOUSE AND ESTATE AGENTS,
ROBT. W. MANN, F.S.I., THOMAS R. RANKIN, F.S.I.
J. BAGSHAW MANN, F.S.I., W. H. MANN.

13, Lower Grosvenor-place, Eaton-square, S.W., and
32, Lowndes-street, Belgrave-square, S.W.

PUBLIC DEBT OF NEW
ZEALAND.CONVERSION OF FURTHER PORTIONS
OF THE DEBT OF THE COLONY
INTO 3½ PER CENT. CONSOLIDATED STOCK.

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND give notice that, on behalf of the Agents appointed by the Governor of New Zealand in Council, under the New Zealand Consolidated Stock Act, 1877, and Amendment Act, 1881, and the Consolidated Stock Act, 1884 (Sir Fenwick Goolchid, J. K. C. M. G.), they are authorised to invite holders of Debentures of the following issues, being Loans which formed part of the Public Debt of the Colony, to bring in their Bonds for conversion into 3½ per cent. Consolidated Stock, inscribed at the Bank of England, with interest payable half-yearly on 1st January and 1st July.

Applications for Conversion will be received at the Chief Cashier's Office, Bank of England, and the Conversion of the respective Debentures will be made on the terms following, that is to say:-

£1,056,200 Five per cent. Consols (Annual Drawings).

For every £100 in Consols Debentures, £108 10s. of 3½ per cent. Consolidated Stock inscribable on or after 16th April, 1894.

The Coupon due 15th April next must be detached from the Debentures, and will be paid at the due date at the Office of the Crown Agents for the Colonies. All Coupons subsequent to that due April 15th next must remain attached. The interest on the 3½ per cent. Stock will date from the 1st January, 1894, the first half-year's dividend being payable on the 1st July, 1894.

Debentures for Conversion on the above-mentioned terms may be deposited at the Bank of England on or after Monday, 19th February, but not later than Wednesday, 21st March next.

The annual drawing for the redemption of the Consols Debentures will take place on Thursday, 22nd March next, and Debentures brought in for Conversion before that date will not be affected by the drawing.

Holders of Consols Debentures drawn for redemption in respect of which no application for Conversion has been made up to 21st March next, will be allowed to receive in exchange for each drawn Debenture £102 of 3½ per cent. Stock, provided application be made and Debentures deposited at the Bank of England before the 15th April next.

All Debentures drawn for redemption not brought in for Conversion under the above terms will be paid off at par on and after the 16th April, 1894, at the Office of the Crown Agents for the Colonies.

£278,800 Five per cents. of the Loan of 1833, Redeemable 1914.

For every £100 in Debentures of this Loan, £115 10s. of 3½ per cent. Consolidated Stock inscribable at the Bank of England on or after 2nd June next. The Coupon for the half-year's interest due 15th July next must be detached, and will be paid at the Office of the Crown Agents for the Colonies at the due date. Interest on the 3½ per cent. Stock will date from 1st July, 1894, and the first half-year's dividend will be paid on the 1st January, 1895.

Debentures of this Loan may be deposited at the Bank of England on or after Monday, 19th February, but not later than Thursday, 21st May next, when the offer given as above to hold-on will expire.

Debentures still outstanding of the under-mentioned O & Provincial Loans will be accepted for Conversion into 3½ per cent. Consolidated Stock on terms which can be ascertained on application at the Bank of England.

(i.) Lyttelton and Christchurch Railway Loan, redeemable 1894 to 1897.

(ii.) Auckland Loan, redeemable 1896.

(iii.) Nelson Loan, redeemable 1898.

(iv.) Otago Loan, redeemable 1898.

(v.) Canterbury Loan, redeemable 1915 and 1916.

The right is reserved in the case of any Debentures specified in this Prospectus, not brought in for Conversion on the terms now notified, to either redeem the same by the proceeds of the sale of 3½ per cent. Stock, or to convert them into such Stock on terms to be notified from time to time by the Bank of England.

The Consolidated Stock herein mentioned will in every case rank pari passu with the New Zealand 3½ per cent. Consolidated Stock already inscribed at the Bank of England, with Dividends payable half-yearly on 1st January and 1st July, and redeemable at par 1st January, 1940.

By the Act 40 and 41 Vict., cap. 50, the revenues of the Colony of New Zealand alone will be liable in respect of the Stock and the Dividends thereon, and the Consolidated Fund of the United Kingdom, and the Commissioners of Her Majesty's Treasury, will not be directly or indirectly liable or responsible for the payment of the Stock, or of the Dividends thereon, or for any matter relating thereto. Bank of England, 14th February, 1894.

TO TRUSTEES AND CAPITALISTS seeking Secure Investments.—To be SOLD by Private Contract, the Portion of a Trust Estate, consisting of a Freehold Ground-Rent, secured on Waterside Premises in a well-known manufacturing centre on the Thames, Three Leasehold Residences in a fashionable watering place, and a few Choice Leaseholds on the Bedford Estate in the W. C. District of London, all of which are occupied by first-class tenants, yielding regular incomes.—For full particulars apply to Messrs. ELLIS & SON, Land Agents and Surveyors, 45, Fenchurch-street.

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